Judgment by personal service or otherwise are permanently restrained and enjoined from violating Rule 2 1 10 of the Conduct Rules of NASD Inc. (“NASD”) and Rules 401 and 476 of the New York Stock Exchange. Inc. (“NYSE”), by: (1) engaging in acts or practices that create or maintain inappropriate influence by investment banking over research analysts and therefore impose conflicts of interest on research analysts, and by failing to manage these conflicts in an adequate or appropriate manner; (2) publishing research reports that do not provide a sound basis for evaluating facts, are not properly balanced, and/or contain exaggerated or unwarranted claims and/or opinions for which there is no reasonable basis; or (3) promising, implicitly or explicitly, favorable research coverage to investment banking clients or potential clients.
B. Defendant, Defendant’s officers, agents, servants, employees, attorneys, and all
persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating NASD Rule 22 10 and NYSE Rule 472 by issuing communications to the public that do not provide a sound basis for evaluating facts, are not properly balanced, and/or contain exaggerated or unwarranted claims and/or opinions for which there is no reasonable basis.
C. Defendant, Defendant’s officers, agents, servants, employees, attorneys, and all
persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating NASD Rule 3010 and NYSE Rule 342 by failing to maintain appropriate supervisory procedures regarding or controls over the following that are reasonably designed to ensure compliance with securities laws and regulations: (1) influence by investment banking over research analysts; (2) compensation and evaluation of research analysts; (3) use of research or research analysts in connection with the solicitation or marketing of investment banking

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business; and (4) publication of research regarding a securities issuer with which Defendant has, has solicited, or is soliciting an investment banking relationship.
11.

Monetary Sanctions
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:
A. As a result of the violations alleged in the Complaint, Defendant shall pay a total
amount of $1 10,000,000 (which amount includes the State Settlement Offer, as defined below, and is subject to the decision of any state securities regulator(s) not to accept the State Settlement Offer). This amount includes:
1. $25,000,000, as a penalty;
2. $25,000,000, as disgorgement of commissions and other monies;
3. $50,000,000, to be used for the procurement of Independent Research, as
described in Section VIII below and the undertakings set forth in Addendum
A hereto; and
4. $10,000,000, to be used for investor education, as described in Section IX
below.

No portion of the payments for Independent Research or investor education shall be considered disgorgement or restitution, andor used for compensatory purposes.
B. The amount of $50,000,000, which is the sum of the penalty of $25,000,000 and disgorgement of $25,000,000, consists of (I) $25,000,000 in connection with the resolution of this action and related proceedings instituted by NASD and NYSE (the “Federal Payment”); and
(2) $25,000,000 that Defendant has offered to pay in connection with the resolution of related proceedings by state securities regulators (which, for these purposes, shall include the District of

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Columbia and Puerto Rico) (Defendant’s offer to the state securities regulators hereinafter shall be called the “State Settlement Offer”). Defendant shall pay the Federal Payment of $25,000,000 by wire transfer into an interest bearing account with the Federal Reserve Bank of New York (“FRB-NY”), to be designated the “Goldman, Sachs & Co. Distribution Fund Account” on the tenth business day after entry of this Final Judgment in accordance with instructions to be provided to Defendant by the FRB-NY and authorized or ordered by the Court. Defendant shall simultaneously transmit proof of its payment to the Court, the Clerk of the Court, and the Commission’s counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds, and no part of the funds shall be returned to Defendant. These funds, together with any interest and income earned thereon (collectively, the “Distribution Fund”), shall be held by the FRB-NY until further order of the Court. In the event that any portion of the penalty described in Section II.A.1 above is remitted for deposit into the Distribution Fund, such penalty amount shall be added to the Distribution Fund and distributed pursuant to the Fair Funds provisions in Section 308 of the Sarbanes-Oxley Act of 2002 and any further order of the Court; provided, however, that the full penalty amount and such portion shall still be considered a penalty for tax and any other purposes. Pending further order of the Court, in accordance with the letter dated August 26, 2003 fkom the Director of the Administrative Office of the United States Courts to the

Commission’s counsel in connection with this action, the court registry fund fee pursuant to 28 U.S.C. 5 1914 for the Distribution Fund shall be four (4) percent of the income earned on the Distribution Fund. The Distribution Fund shall be managed in accordance with the terms of, and shall be distributed pursuant to, this Final Judgment and any further applicable orders of the

court.

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C. Defendant’s obligation to make the Federal Payment is not contingent or dependent in
any way or part on Defendant’s payments to state securities regulators pursuant to the State Settlement Offer. The total amount to be paid by Defendant to state securities regulators pursuant to the State Settlement Offer (and the total amount of the sum of the penalties and disgorgement payable under Section 1I.A) may be reduced due to the decision of any state securities regulator(s) not to accept the State Settlement Offer. In the event a state securities regulator determines not to accept Defendant’s State Settlement Offer, the total amount of the Federal Payment shall not be affected, and shall remain at $25,000,000. The total amount of penalties paid (1) in the Federal Payment (“PFed”) and (2) pursuant to that portion of the State Settlement Offer that is accepted by the state securities regulators (“Pstates”) shall at all times equal the total amount of disgorgement paid (3) in the Federal Payment (‘‘DFed”) and (4) pursuant to that portion of the State Settlement Offer that is accepted by state securities regulators (“DStates”). Insofar as any amount paid to the-state securities regulators pursuant to the State Settlement Offer is deemed a penalty, the amount of the Federal Payment that is deemed a penalty shall be adjusted so that PFed + PStates = DFed + DStates.
111.
Uses of the Distribution Fund
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Distribution Fund
is to be utilized as follows:
A. To pay any taxes on income earned by the Distribution Fund. The Distribution Fund
is intended to be a “qualified settlement fund” pursuant to Section 468B(g) of the Internal Revenue Code and regulations thereunder. The Distribution Fund Administrator appointed pursuant to Section W.A below of this Final Judgment is designated the administrator of the

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Distribution Fund as defined in and for the purpose of Treas. Reg. 4 1.468B-2(k)(3)(i), and shall satisfy the administrative requirements imposed by Treas. Reg. 4 1.468B-2 by, e.g., (1) obtaining a taxpayer identification number; (2) timely filing applicable federal, state, and local tax returns and payng taxes reported thereon; and (3) satisfying any information reporting or withholding requirements imposed on distributions from the Distribution Fund. Defendant shall provide the Distribution Fund Administrator with relevant information and otherwise cooperate with the Distribution Fund Administrator in fulfilling the Distribution Fund’s obligations under Treas. Reg. 4 1.468B-2.
B. To pay Eligible Distribution Fund Recipients as described in Section V of this Final Judgment .
C. Restrictions on Use of the Distribution Fund. The Distribution Fund shall not be used directly or indirectly to pay:
1. Defendant, its predecessors, successors, and their subsidiaries, affiliates,
present or former officers, directors, and their employees, agents, assigns, members of their immediate households, and those persons in active concert or participation with them, through subrogation or otherwise.
2. With respect to any investment in its own securities, any issuer of securities as
to which the Distribution Fund Administrator determines that an investment in such issuer’s securities would otherwise provide a basis for receipt of proceeds from the Distribution Fund and, with respect to such securities, such issuer’s (a) predecessors, successors, subsidiaries, and affiliates; (b) present or former officers and directors and their agents, assigns, and members of their immediate households; and (c) those persons in active concert or participation with them, through subrogation or otherwise.

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3. Any person who has been convicted of a crime substantially related to any act
or practice, or the types of acts or practices, identified in the Complaint.
4. Any person who has been enjoined by a court or sanctioned by the
Commission or any other regulatory authority for any act or practice, or the types of acts or practices, identified in the Complaint.
5. Any person named as a defendant in a pending federal criminal or civil
enforcement action for any act or practice, or the types of acts or practices, identified in the Complaint.
6. Any judgment or award of punitive or non-compensatory damages.
7. Any administrative fees, costs or expenses related to the Distribution Fund
Plan described in this Final Judgment, other than the fee equal to four (4) percent of the income earned on the Distribution Fund as described in Section II.B above.
8. Any amount denominated as attorneys’ fees, costs or disbursements.
9. The Distribution Fund Administrator or any member of his immediate family.
IV.
Distribution Fund Administrator
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:
A. As soon as is practicable, the Court shall appoint a Distribution Fund Administrator,
whom the Commission shall recommend. Subject to the Court’s approval, there shall be a single Distribution Fund Administrator with respect to this action and the other actions that the Commission has brought against other broker-dealer firms relating to, among other things, alleged research analyst conflicts of interest and that are identified in Addendum B attached hereto (the “Related Actions”). However, the Distribution Fund in this action shall be separate

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from the Distribution Funds established in those other actions. The Commission may request that additional actions that it brings against other broker-dealer firms or individuals relating to, among other things, alleged research conflicts of interest be added to the list of Related Actions. B. Payment of Distribution Fund Administrator. Defendant shall pay all fees, costs, and expenses incurred by the Distribution Fund Administrator and approved by the Court in connection with and incidental to the performance of his duties under this Final Judgment and any further applicable orders of the Court, including the fees, costs, and expenses of any persons engaged to assist him and all administrative fees, costs, and expenses related to the Distribution Fund Plan described below. If the Court approves a single Distribution Fund Administrator for all the Related Actions, Defendant shall pay its proportional share of the payments to the Distribution Fund Administrator approved by the Court for all the Related Actions, such proportional share being the fraction equal to the amount deposited into this Distribution Fund by Defendant divided by the total amount deposited into all Distribution Funds established in connection with the Related Actions.

C. Responsibilities, Powers and RiPhts of the Distribution Fund Administrator. The Distribution Fund Administrator shall:
1. administer the Distribution Fund Plan described below in accordance with akd

subject to the conditions and limitations imposed by the terms of this Final Judgment and any further applicable orders of the Court;
2. distribute monies from the Distribution Fund to Eligible Distribution Fund
Recipients, as approved by the Court;
3. file tax returns on behalf of the Distribution Fund;

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4. submit written quarterly reports to the Court and the Commission staff
commencing three months after his appointment by the Court; in such periodic reports, the Distribution Fund Administrator shall provide detailed information on the progress of the implementation of the Distribution Fund Plan described below, fees and expenses incurred, and other matters relevant to the status of the Distribution Fund;
5. submit on a quarterly basis requests to the Court, with copies to the
Commission staff and Defendant, for payment by Defendant of his fees and expenses (including the fees and expenses of others retained by him as authorized by this Final Judgment) incurred during the quarterly period; the Commission and Defendant shall have the opportunity to comment on the Distribution Fund Administrator’s requests within thirty (30) days after receipt thereof, and the Court shall, after taking into consideration the Commission’s and Defendant’s comments, order the amount that Defendant is to pay the Distribution Fund Administrator for the quarterly period and, if appropriate, the disposition of such amount by the Distribution Fund Administrator; Defendant shall pay such amount within thirty (30) days of the Court’s order setting such amount; and
6. have all appropriate powers and authority to perform his duties as set forth in
the Final Judgment including, without limitation, the following powers:
(a) to retain and engage such personnel as he deems necessary, including,
without limitation, legal counsel, relevant experts, and other personnel to assist in the preparation or administration of the Distribution Fund Plan; and
(b) to delegate to such persons such duties as he deems appropriate.
D. The Distribution Fund Administrator, his agents, attorneys, and all persons acting on
his behalf shall be held harmless against liabilities, claims, and demands, whether civil,

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administrative, or investigative, arising from or relating to any act or omission to act in the course of performing his duties, except and to the extent that it is found that such person acted criminally, or in bad faith, or with gross negligence, or with reckless disregard of his duties, or in a manner that he knew was contrary to the terms of this Final Judgment or any further applicable order of the Court.
E. The Court may remove the Distribution Fund Administrator sua sponte or, for good
cause shown, upon application of the Commission. If the Distribution Fund Administrator decides to resign, he shall first give sixty (60) days written notice to the Commission and the Court of his intention. Such resignation shall not become effective until the Court has appointed a successor. If the Distribution Fund Administrator is removed by the Court, becomes incapacitated due to illness or death, is otherwise unable to serve, or resigns, the Court shall appoint a successor recommended by the Commission.
F. The Distribution Fund Administrator is entitled to rely on all rules of law and court
orders, and shall not be liable to anyone for his own good faith compliance with any order, rule, law, judgment, or decree. Nor shall he be liable by virtue of his compliance with the orders of this Court. In no event shall he be liable to Defendant for his good faith compliance with his duties and responsibilities under this Final Judgment.
G. The Distribution Fund Administrator shall not enter into any employment, consulting,
or attorney-client relationship with Defendant or any of its present or former parents, subsidiaries, directors, officers, employees, or agents acting in their capacity as such for the period of the engagement and for a period of three years from the completion of his engagement. Any firm with which the Distribution Fund Administrator is affiliated or of which he is a member and any person engaged to assist the Distribution Fund Administrator in the

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performance of his duties under this Final Judgment or any further applicable order of the Court shall not, without the Commission's prior written consent, enter into any employment, consulting, or other professional relationship with Defendant or any of its present or former directors, officers, employees, or agents in their capacity as such for the period of the engagement and for three years after the completion of the engagement.
V.
Distribution Fund Plan
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:
A. The Distribution Fund Administrator shall formulate and administer a Distribution
Fund Plan in accordance with Sections V.B - V.G below. The Distribution Fund Plan is intended to provide for the equitable, cost-effective distribution of funds to Eligible Distribution Fund Recipients, as described below. An Eligible Distribution Fund Recipient is not precluded from pursuing, to the extent otherwise available, any other remedy or recourse against Defendant.
B. The Distribution Fund Administrator shall formulate a Distribution Fund Plan that, to
the extent practicable, allocates funds to persons who purchased equity securities of companies referenced in the Complaint. The Distribution Fund Plan need not provide that funds be allocated (i) with respect to purchases of equity securities of each company identified in the Complaint or (ii) to all purchasers of equity securities of a company identified in the Complaint. The Distribution Fund Plan also may recognize that purchasers of equity securities of companies referenced in connection with one kind (or some kinds) of conduct by Defendant should receive all of the Distribution Fund available for distribution to Eligible Distribution Fund Recipients or a greater proportion than should purchasers of equity securities of companies referenced in

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connection with another kind (or other kinds) of conduct by Defendant. The Distribution Fund Administrator shall formulate a Distribution Fund Plan that attempts to ensure an equitable (but not necessarily equal) distribution of funds and that those who are allocated funds receive meaningful payments from the Distribution Fund.
C. In formulating the Distribution Fund Plan, the Distribution Fund Administrator shall apply the following criteria to identify Eligible Distribution Fund Recipients:
1. The person must have purchased the “equity securities in question” through
Defendant during the “relevant period of purchase.” Identification of the “equity securities in question” and the “relevant period of purchase” for each such equity security will be set forth (solely for the purpose of administering the Distribution Fund Plan) in a further order of the

court.

2. The person must have suffered a net loss on his equity securities purchases in
question.
D. In formulating the Distribution Fund Plan, the Distribution Fund Administrator may
also consider the following criteria in identifying Eligible Distribution Fund Recipients:
1. whether the person was a retail or institutional customer; and
2. the proximity in time between the person’s purchase of a company’s equity
securities and Defendant’s publication of the research in question regarding the company (as a threshold matter, however, the purchase must have been made after the publication or receipt of such research; assuming that threshold has been met, in general, the shorter the time period, the more likely the person suffered a loss as a result of conduct alleged in the Complaint).
E. If it is not practicable to formulate a Distribution Fund Plan that allocates funds to persons who purchased “equity securities in question” during the “relevant period of purchase”

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as described above, or if it is practicable to allocate only some of the funds in the Distribution Fund to such persons, the Distribution Fund Administrator shall apply alternative or additional criteria, as the case may be, or other considerations in formulating a Distribution Fund Plan. Such alternative or additional criteria or other considerations shall be set forth in a further order or orders of the Court.
F. If monies remain in the Distribution Fund after all distributions pursuant to a
Distribution Fund Plan described in Sections V.B-V.E above have been made, then such remaining monies shall be paid in accordance with a plan of residual distribution to be proposed by the Distribution Fund Administrator after consultation with Commission staff and, in his sole discretion, Defendant, and approved by the Court. If a residual plan of distribution is necessary, the criteria that the Distribution Fund Administrator shall apply in formulating such a plan will be set forth in a Mher order or orders of the Court.
G. As soon as is practicable, and after any consultation with experts that the Distribution Fund Administrator believes is necessary or appropriate, but in no event more than six (6) months after being appointed by the Court, the Distribution Fund Administrator will provide the Commission staff and, in his sole discretion, Defendant for review and comment a Distribution Fund Plan, which shall, among other things, describe a process for (1) identifylng and categorizing Eligible Distribution Fund Recipients in accordance with the considerations described above; (2) determining the amount of the Distribution Fund that each Eligible Distribution Fund Recipient shall receive; and (3) distributing the Distribution Fund to Eligible Distribution Fund Recipients. Sixty (60) days after the Distribution Fund Plan has been submitted to the Commission staff, the Distribution Fund Administrator shall present the Plan, with any revisions that the Distribution Fund Administrator deems appropriate, to the Court for

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its approval. In accordance with the Court’s Order approving the Distribution Fund Plan, the Distribution Fund Administrator shall implement the Plan. Upon the completion of the process of identifying the Eligible Distribution Fund Recipients and determining the amount that each should receive, but in no event later than nine (9) months fiom the Court’s approval of the Distribution Fund Plan, the Distribution Fund Administrator shall submit a Distribution Fund Report to the Commission staff and, in his sole discretion, Defendant. The Distribution Fund Report shall set forth (1) the identities of the Eligible Distribution Fund Recipients; (2) the amount of the Distribution Fund that each Eligible Distribution Fund Recipient shall receive; and
(3) procedures for distributing the Distribution Fund to Eligible Distribution Fund Recipients. Seven (7) days after submission of the Distribution Fund Report to the Commission staff, the Distribution Fund Administrator shall present the Report to the Court for its approval. The Distribution Fund Administrator and/or the Commission may apply to the Court for extension of any deadlines set forth above, in the Distribution Fund Plan, or in the Distribution Fund Report, and the Court may grant any such application for good cause shown.
VI.

Stay of Proceedinw Against the Distribution Fund
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, for the purposes of implementing and effectuating the Final Judgment, and upon a finding hereby made that a stay of any proceedings against the Distribution Fund Administrator in his official capacity and the Distribution Fund during the pendency or the existence of the Distribution Fund is necessary to effectuate the Final Judgment, all creditors or claimants of Defendant, and other persons acting on behalf of such creditors, claimants, or other persons, including sheriffs, marshals, other officers, deputies, servants, agents, employees, and attorneys, be and the same hereby are

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restrained and enjoined during the pendency or the existence of the Distribution Fund from: (1) commencing, prosecuting, continuing, or enforcing any suit or proceeding against the Distribution Fund Administrator in his official capacity or the Distribution Fund; (2) using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any monies or property, wheresoever situated, deposited or to be transferred into the Distribution Fund or the Distribution Fund Administrator pursuant to this Final Judgment; and/or (3) doing any act or thing whatsoever to interfere with the taking control, possession, or management by the Distribution Fund Administrator of the monies or property that are or may be transferred to the Distribution Fund, or in any way to interfere with or harass said Distribution Fund Administrator, or to interfere in any manner with the exclusive jurisdiction of this Court over the Distribution Fund. VII.

Duties and Obligations of Defendant
to the Distribution Fund Administrator IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in addition to any
other duties and obligations described in this Final Judgment:
A. Defendant shall upon request provide the following nor)-privileged documents,
records, and information to the Distribution Fund Administrator: (1) research reports issued by Defendant during the relevant period identified in the Complaint; and (2) documents, records, and information relating to customers’ equity securities transactions with or through Defendant, including but not limited to account statements, order tickets, confirmations, and related documents, records and information. Defendant shall also provide the Distribution Fund Administrator with such other documents, records, and information that the Court may order

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Defendant to provide upon motion by the Distribution Fund Administrator. Defendant shall cooperate in arranging for interviews of Defendant’s employees to explain to the Distribution Fund Administrator and otherwise assist the Distribution Fund Administrator in understanding such documents, records, and information and the distribution of such reports. In addition, Defendant shall provide such other cooperation that the Court may order upon motion by the Distribution Fund Administrator. In performing his duties pursuant to this Final Judgment, the Distribution Fund Administrator shall not make any determination whether any conduct by Defendant violated federal or state securities laws or NASD or NYSE rules or conduct any inquiry for the purpose of making any such determination.
B. Defendant shall take such actions as the Distribution Fund Administrator may require (including, but not limited to, providing any notices to any of Defendant’s present or former customers that the Distribution Fund Administrator deems appropriate) to ensure proper implementation of the Distribution Fund Plan.
C. Defendant shall indemnify, defend, and hold harmless the Distribution Fund
Administrator, his agents, and his attorneys from and against liabilities, claims, and demands, whether civil, administrative, or investigative, judgments, fines, and amounts paid in settlement, and costs and expenses (including attorneys’ fees), arising from or relating to any act or omission to act in the course of performing his duties, except and to the extent that the Court finds that such person acted criminally, or in bad faith, or with gross negligence, or with reckless disregard of his duties, or in a manner that he knew was contrary to the terms of this Final Judgment or any further applicable order of the Court.

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VIII.

Financial Obligation Regarding Independent Research A. As referenced in Section II.A.3 above, Defendant shall pay a total of $50,000,000 for
its Independent Consultant to procure Independent Research from the Independent Research Providers over the five-year period set forth in Section III. 1 of Addendum A hereto. This amount is not contingent or dependent in any way or part upon acceptance by any state securities regulator(s) of the State Settlement Offer. As used herein, the terms “Independent Consultant,” “Independent Research,” and “Independent Research Providers” shall have the meanings set forth in Addendum A hereto. Defendant will not be required to spend more than the amount set forth in this Section V1II.A in order to procure Independent Research and will have no obligation to procure additional Independent Research if the Independent Consultant has spent the entire amount of Defendant’s financial obligation with regard to Independent Research. Any money that is not spent after the five-year period set forth in Section III. 1 of Addendum A hereto will not be retained by Defendant and will be paid one-half to NASD and one-half to NYSE for use in their regulation and enforcement programs.
B. Defendant shall also escrow $1,250,000 within thirty (30) days after entry of this
Final Judgment to cover the fees and costs of the Independent Consultant. This obligation is not contingent or dependent in any way or part upon acceptance by any state securities regulator(s) of the State Settlement Offer. In the event that such escrowed amount exceeds the fees and costs of the Independent Consultant, the excess will be returned to Defendant at the conclusion of the five-year period set forth in Section III. 1 of Addendum A hereto.

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IX.
Investor Education
A. Payments to the Investor Education Fund.
1. As referenced in Section II.A.4 above, Defendant shall pay a total amount of
$10,000,000 to be used for investor education. Defendant shall pay this amount in five equal installments on an annual basis. Of this amount, $5,000,000 represents the amount Defendant has offered to pay for investor education in five equal annual installments pursuant to the State Settlement Offer. Defendant shall pay the remaining amount of $5,000,000 in five equal annual installment payments pursuant to the terms of this Final Judgment and further applicable orders of the Court (the “Federal Investor Education Payments”). Defendant’s obligation to make the Federal Investor Education Payments is not contingent or dependent in any way or part on Defendant’s investor education payments pursuant to the State Settlement Offer. The amount of Defendant’s investor education payments pursuant to the State Settlement Offer (and the total amount of $10,000,000 payable for investor education under Section II.A) may be reduced due to the decision of any state securities regulator(s) not to accept the State Settlement Offer. In the event a state securities regulator determines not to accept Defendant’s State Settlement Offer, the total amount of Defendant’s Federal Investor Education Payments shall not be affected, and shall remain at $5,000,000 to be paid in five equal installments on an annual basis.
2. Defendant shall make the first such installment payment on the ninetieth (90th)
day after the entry of this Final Judgment by the Court. This payment shall be made by wire transfer into an interest bearing account with the FRB-NY, to be designated the “Goldman, Sachs & Co. Investor Education Fund Account” in accordance with instructions to be provided to Defendant by the FRB-NY and authorized or ordered by the Court. Defendant shall

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simultaneously transmit proof of its payment to the Court, the Clerk of the Court, and the Commission’s counsel in this action. By making this payment, Defendant relinquishes all legal and equitable right, title, and interest in such funds, and no part of the funds shall be returned to Defendant. Any interest and income earned on funds in such Investor Education Fund Account shall be added to and become part of such Account. The Investor Education Fund Account shall be held by the FRB-NY until further order of the Court. At any time after the entry of this Judgment, the Court may order that any and all funds in the Goldman, Sachs & Co. Investor Education Fund Account be transferred from the FRB-NY to such depositary account, to be known as the “Investor Education Fund,” as the Court may direct. Pending further order of the Court, a fee not more than ten (10) percent of the income earned on the Investor Education Fund Account shall be deducted from such Account as the court registry fee pursuant to 28 U.S.C. 9 1914. Such fee shall not exceed that authorized by the Judicial Conference of the United States. The Investor Education Fund Account shall be administered in accordance with the terms of the Investor Education Plan to be approved by this Court as provided for in this Final Judgment and any hrther applicable orders of the Court.
3. Defendant shall make subsequent installment payments annually on or before
the month and day of the entry of this Final Judgment. Such payments shall be made to such account by such means as are specified in a hrther order of this Court.
B. Purpose and Use of the Investor Education Fund Account.
1. The Goldman, Sachs & Co. Investor Education Fund Account and the
Investor Education Fund (including all installment payments) shall be used to support programs designed to equip investors with the knowledge and skills necessary to make informed

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investment decisions, according to the terms of this Final Judgment, the Investor Education Plan referred to below, and any further applicable orders of the Court.
2. The Goldman, Sachs & Co. Investor Education Fund Account and the
Investor Education Fund shall be used to help establish a tax-exempt, non-profit grant administration organization (the "Investor Education Entity") to fund worthy and cost-efficient programs designed to equip investors with the knowledge and skills necessary to make informed investment decisions. Subject to the Court's approval, there shall be a single Investor Education Entity and a single Investor Education Fund with respect to this action and the Related Actions. Pending further order of the Court, the Investor Education Fund Account in this action shall be separate from the Investor Education Fund Accounts established in the Related Actions.
C. Stay of Proceedings. For the purposes of implementing and effectuating this Final Judgment, and upon a finding hereby made that a stay of any proceedings against the Goldman, Sachs & Co. Investor Education Fund Account, the Investor Education Fund, and the Investor Education Entity during the pendency or the existence of such Fund Account, Fund, and Entity is necessary to effectuate this Final Judgment, all creditors or claimants of Defendant, and other persons acting on behalf of such creditors, claimants, or other persons, including sheriffs, marshals, other officers, deputies, servants, agents, employees, and attorneys, be and the same hereby are restrained and enjoined during the pendency or the existence of the Goldman, Sachs & Co. Investor Education Fund Account, the Investor Education Fund, and the Investor Education Entity from: (1) commencing, prosecuting, continuing, or enforcing any suit or proceeding against such Account, Fund, or Entity; (2) using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or

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creating or enforcing a lien upon any monies or property, wheresoever situated, owned by or in the possession of or to be transferred to such Account, Fund, or Entity pursuant to this Final Judgment; and/or (3) doing any act or thing whatsoever to interfere in any manner with the exclusive jurisdiction of this Court over the Goldman, Sachs & Co. Investor Education Fund Account, the Investor Education Fund, or the Investor Education Entity.
D. Further Order of the Court. Specific provisions concerning restrictions and
limitations on use of the Goldman, Sachs & Co. Investor Education Fund Account and the Investor Education Fund, payment of taxes on interest earned by such Account and Fund, the structure and operations of the Investor Education Entity, an Investor Education Plan, and other matters relating to this Section of this Judgment will be set forth in a further order of the Court. X.
Standing
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, notwithstanding any
rule or provision of law, nothing herein, including in the Addenda hereto, shall be deemed to confer standing or right of intervention upon any persons other than the Commission, Defendant, and the Distribution Fund Administrator.
XI.

Record Retention and Non-Destruction Requirement IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, for a period of five
years from the effective date of this Final Judgment or such shorter or longer period as the Court may order, Defendant, its officers, directors, agents, affiliates, servants, employees, attorneys, and those persons in active concert or participation with them, and each of them, are hereby enjoined from destroying, mutilating, concealing, altering, or disposing of (a) any research

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distributed by Defendant during the relevant period identified in the Complaint; (b) documents sufficient to identify all customers who bought or sold equity securities of the issuers as to which Defendant issued research during the relevant period identified in the Complaint (the “Transactions”), including but not limited to documents sufficient to identify the dates, amounts, and prices of the Transactions; (c) documents sufficient to identify which customers received which research distributed by Defendant during the relevant period identified in the Complaint; (d) order entry information sufficient to identify whether the Transactions were solicited by Defendant; (e) documents sufficient to identify the publicly-traded companies for which Defendant sought to provide, was engaged to provide, or did provide investment banking services during the relevant period identified in the Complaint; and (f) any and all written (including electronic) communication, including communications to and from customers and intra-firm communications, relating to Defendant’s investment banking and equity research operations during the relevant period identified in the Complaint; provided, however, that Defendant need not retain duplicate identical copies of public documents filed with the Commission or any other regulatory authority.
XII.

Defendant’s Consent Incorporated bv Reference IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant’s Consent previously filed in this action is incorporated herein with the same force and effect as if fully set forth herein, and Defendant shall comply with all of the undertakings and agreements set forth therein.

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XIII.

Attached Undertakings Incorporated by Reference IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall
comply with the undertakings set forth in Addendum A hereto. Such undertakings and Addendum A are incorporated herein with the same force and effect as if fully set forth herein. XIV.
Definition of Defendant
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with respect to all injunctive relief and all future obligations, responsibilities, undertakings, commitments, limitations, restrictions, events, and conditions, the terms “Defendant” and “Defendant’s” as used herein shall include Defendant’s successors and assigns (which, for these purposes, shall include a successor or assign to Defendant’s investment banking and research operations, and in the case of an affiliate of Defendant, a successor or assign to Defendant’s investment banking or research operations).

xv.

Court to Retain Jurisdiction

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

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XVI.

Entry of Judgment Forthwith
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, there being no just cause for delay, the Clerk of the Court shall enter this Judgment forthwith and without further notice.

Dated: New York. New York

UNITED STATES DISTRICT JUDGE

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