

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE:	)	No. 12-27488
PEREGRINE FINANCIAL GROUP, INC.,	)	Chapter 7
	)	Hon. Carol A. Doyle
Debtor.	)	
_____	/	Hearing Date: 12/14/2017
		at 10:00 a.m.

**NOTICE OF MOTION**

PLEASE TAKE NOTICE that on December 14, 2017 at 10:00 a.m., Montevideo Bursatil Sociedad de Bolsa S.A. from Uruguay shall appear before the Honorable Judge Carol A. Doyle, through counsel, in Courtroom 742, 219 South Dearborn Street, Chicago, Illinois, and then and there present the MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA S.A. FROM URUGUAY'S MOTION TO RE-OPEN TIME TO ACCEPT FOREX CLAIMANT SETTLEMENT OFFER, at which time you may appear if you deem fit.

/s/ Bruce de'Medici

Bruce de'Medici (ARDC #6184818)  
834 Forest Avenue  
Oak Park, Illinois 60302  
Tel: 312.731.6778

### CERTIFICATE OF SERVICE

I, Bruce de'Medici, an attorney who is licensed in the State of Illinois, certify that on December 7, 2017, I served the foregoing NOTICE OF MOTION and attached MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA S.A. FROM URUGUAY'S MOTION TO RE-OPEN TIME TO ACCEPT FOREX CLAIMANT SETTLEMENT OFFER upon Registrants through the Bankruptcy Court's Electronic Notice for Registrants, and upon additional parties through First Class mail and Electronic Mail, all as appears below.

/s/ Bruce de'Medici

#### **Registrants listed for notice through the Court's Electronic Notice for Registrants**

R. Scott Alsterda rsalsterda@nixonpeabody.com  
Gregory C. Armstrong gregory.armstrong@armstronglawgroup.com  
Terence G. Banich tbanich@shawfishman.com, kbobb@shawfishman.com  
Stacie E. Barhorst sbarhorst@kpqlaw.com  
Stephen T. Bobo sbobo@reedsmith.com  
Ira Bodenstein iratrustee@shawfishman.com,  
IL29@ecfcbis.com;cowens@shawfishman.com  
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om  
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ecfdocket@vedderprice.com;shampton@vedderprice.com  
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Stephanie Crane Lieb Trenam Kemker 101 E. Kennedy Blvd., #2700 Tampa, FL 33602	

**Parties Served through Electronic Mail**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE:	)	No. 12-27488
PEREGRINE FINANCIAL GROUP, INC.,	)	Chapter 7
	)	Hon. Carol A. Doyle
Debtor.	)	
_____ /		Hearing Date: 12/14/2017
		at 10:00 a.m.

**MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA S.A. FROM URUGUAY'S  
MOTION TO RE-OPEN TIME TO ACCEPT FOREX CLAIMANT SETTLEMENT  
OFFER**

Montevideo Bursatil Sociedad de Bolsa S.A. from Uruguay, through counsel of record, submits this motion for an order re-opening the time for it to accept the Trustee's offer to settle its Forex claim by payment of thirty percent of that claim, and states in support as follows.

**Jurisdiction and Venue**

1. Pursuant to 28 U.S.C. §1334, the district courts possess original jurisdiction over this case. The District Court for the Northern District of Illinois properly referred this matter to this Court pursuant to 28 U.S.C. §157(a) in accordance with Procedure 15 of the Internal Operating Procedures of the District Court for the Northern District of Illinois. The subject of this motion is a core proceeding within the meaning of 28 U.S.C. §157(b) and this Court may hear and determine it. Pursuant to 28 U.S.C. §§1408 and 1409, venue for this case is proper in the Northern District of Illinois, Northern Division.

**Background**

2. On July 10, 2012 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code, 11 U.S.C. § 101, *et. seq.* The Office of the United States Trustee appointee Ira Bodenstein to serve as the chapter 7 trustee.

3. This motion concerns the Trustee's offer to, *inter alia*, Forex Claimants to settle their claims by the payment of thirty percent of their allowed Forex claim. The Trustee did not provide notice to Montevideo of the offer; Montevideo did not know of the offer prior to the date for tendering acceptances of the offer and was deprived of the opportunity to assess it. Montevideo has filed this motion for an order re-opening the time for it to accept the Trustee's offer to settle its Forex claim by payment of thirty percent of that claim.

Montevideo's Forex Claimant proof of claim

4. Within the context of this case, the Trustee has defined certain creditors as "Forex Claimants", *to wit*, foreign exchange customers of the Debtor. Montevideo qualifies as a Forex Claimant;

5. In or about November 2012, Montevideo submitted its proof of claim as a Forex Customer and on the form that the Trustee provided for that purpose (Exhibit "i"). In its proof of claim Montevideo provided the following address:

Montevideo Bursatil Sociedad De Bolsa S.A. Plaza Independencia 831, Oficina 401 Montevideo, Uruguay
---

but specified its contact address as follows:

Hugo Chaviano Sanchez, Daniels & Hoffman LLP 333 W. Wacker Dr., Suite 500 Chicago, Illinois 60606
--

The Trustee's settlement offer

6. The Trustee prepared a notice of his offer to settle with Forex Claimants (and OTC Metals Customers) to be mailed to those claimants. (Exhibit "ii"). The Trustee did not forward the notice to Montevideo in accordance with Montevideo's instructions on the proof of

claim form (that, again, the Trustee provided) and Bankruptcy Code and Bankruptcy Rules, and thus did not notify Montevideo of the offer.

7. The Trustee redacted the service addresses in his Proof of Service for service of the notice of the offer; at Montevideo's request the Trustee's counsel disclosed to Montevideo that the Trustee caused the notice of the offer to be mailed to the following two addresses:

Montevideo Bursatil Sociedad De Bolsa S.A. ATTN: Hugo Chaviano Plaza Independencia 831, Oficina 401 Montevideo, Uruguay	Montevideo Bursatil Sociedad De Bolsa S.A. Plaza Independencia 831, Oficina 401 Montevideo, Uruguay
--	---

Thus, notwithstanding Montevideo's instructions on the proof of claim form that its contact address was its counsel's Chicago address, the Trustee mailed the notice of the offer to Montevideo's address in Uruguay; addressing one of the notices to the attention of its attorney (who officed in Chicago) to Uruguay did not cure this defect in the Trustee's service of his notice of the offer.

8. Per the Trustee's proof of service, he caused the notice of the offer to be mailed on April 29, 2014; this was seventeen months after Montevideo filed its proof of claim in which it specified the contact address at its counsel's office in Chicago, and contrary to the purpose that the Trustee set forth in his proof of claim form for providing a contact address. (Exhibit "iii"). Montevideo did not receive the notice of the offer prior to the expiration of the date for accepting the Trustee's offer, *to wit*, June 1, 2014. Notably, the Trustee was sensitive to the need for specific mailing addresses, as he specified the address to which Forex Claimants were to mail their acceptances, *to wit*,

Peregrine Financial Group, Inc. dba PFG Best c/o Rust Consulting/Omni Bankruptcy Attn: Forex Settlement 5955 DeSoto Ave., Suite 100
--



Woodland Hills, CA 91367

9. By misdirecting his notice of the offer, the Trustee deprived Montevideo of the opportunity to review it and to accept it prior to the Trustee's deadline for doing so. Furthermore, pursuant to Affidavit from Gonzalo Rowlands, and Officer of Montevideo, the Notice that according to the Trustee was sent to Mr. Chaviano at Montevideo's address in Uruguay, was never received at that address. Montevideo is entitled to an opportunity to review the Trustee's offer and accept it.

**Request for Relief**

10. Based upon the foregoing, Montevideo seeks an order re-opening the time for it to accept the Trustee's offer to settle its Forex claim by payment of thirty percent of that claim; Montevideo seeks fourteen calendar days to review and accept the Trustee's offer. By his motion, Montevideo is requesting an order granting that relief. Further, Montevideo requests an order directing the Trustee to send the offer through First Class mail and electronic mail to counsel drafting this motion, as follows: Bruce de'Medici, 834 Forest Avenue, Oak Park, Illinois 60302, [bdemedici@gmail.com](mailto:bdemedici@gmail.com).

**Notice**

11. Montevideo provided notice of this motion to Registrants through the Court's Electronic Notice to Registrants and to additional parties specified for notice through First Class mail and Electronic Mail. Thus, Montevideo provided due notice of this motion.

WHEREFORE, Montevideo Bursatil Sociedad de Bolsa S.A. from Uruguay prays that this Honorable Court enter an order re-opening the time for it to accept the Trustee's offer to settle its Forex claim by payment of thirty percent of that claim for fourteen calendar days of the Trustee sending notice thereof, directing the Trustee to send the offer to counsel for this motion, and grant such further relief as is just.

Respectfully Submitted  
Montevideo Bursatil Sociedad de Bolsa S.A. from Uruguay

By: /s/ Bruce de'Medici  
One of its attorneys

Bruce de'Medici (ARDC #6184818)  
834 Forest Avenue  
Oak Park, Illinois 60302  
Tel: 312.731.6778

## Exhibit i

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	Chapter 7
PEREGRINE FINANCIAL GROUP, INC.,	Case No. 12-27488
Debtor.	Hon. Carol A. Doyle

**FOREX CUSTOMER CLAIM FORM**  
**PEREGRINE FINANCIAL GROUP, INC.**

Account Name: **Montevideo Bursatil Sociedad De Bolsa S.A.**  
Account Number: **FX333** Daytime Phone: (312) 214-3004  
(If multiple, please list Email: [hchaviano@sanchezdh.com](mailto:hchaviano@sanchezdh.com)  
All Account Numbers)

Address: **Montevideo Bursatil Sociedad De Bolsa S.A.**  
**Plaza Independencia 831, Oficina 401**  
**Montevideo**  
**Uruguay**

Contact **c/o Hugo Chaviano** Taxpayer I.D. Number  
**Sanchez Daniels & Hoffman LLP** (Social Security No.): **N/A**  
**333 W. Wacker Drive, Suite 500**  
**Chicago, Illinois 60606**  
**(312) 641-1555**

**PLEASE NOTE**

**THIS CLAIM FORM SHOULD BE USED IF YOU ARE A FOREIGN EXCHANGE (I.E., "FOREX") CUSTOMER OF PEREGRINE FINANCIAL GROUP, INC. ("PFG") AND YOU HAVE A CLAIM AGAINST PFG BASED ON A FOREX ACCOUNT.**

**IF YOU DO NOT HAVE A CLAIM AGAINST PFG BASED ON A FOREX ACCOUNT, PLEASE DO NOT USE THIS FORM.**

**SEPARATE CLAIMS FORMS MUST BE FILED FOR OTHER TYPES OF CLAIMS, INCLUDING FOR CLAIMS RELATED TO A FUTURES ACCOUNT OR A PRECIOUS METALS ACCOUNT WITH PFG.**

**PLEASE ALSO NOTE THAT IF YOU HOLD (1) A CLAIM AGAINST PFG BASED ON A FOREX ACCOUNT, AND (2) A CLAIM AGAINST PFG BASED ON ANY OTHER RELATIONSHIP WITH PFG (SUCH AS A FUTURES ACCOUNT, A PRECIOUS METALS ACCOUNT OR OTHER CLAIM), YOU SHOULD USE THIS FORM SOLELY TO FILE YOUR CLAIM BASED ON A FOREX ACCOUNT AND USE A SEPARATE CLAIM FORM (OR FORMS) TO FILE A CLAIM (OR CLAIMS) AGAINST PFG BASED ON ANY OTHER APPLICABLE RELATIONSHIPS.**

**GENERAL INSTRUCTIONS**

1. If you cannot compute the amount of your claim, you **must** file an estimated claim. In that case, please be sure to indicate that your claim is an estimated claim.
2. Proper documentation will speed the review, allowance, and satisfaction of your claim.
3. If you have more than one forex account with PFG, please file a single claim covering all such accounts.
4. Please enclose: copies (not originals) of any documentation or correspondence you believe will be of assistance in processing your claim, including, but not limited to, customer confirmations, account statements, and statements of purchase or sale.
5. Please feel free to include attachments providing additional explanations of the calculations or other evidence supporting your claim or claim amounts. **Please note that each attachment must be signed and dated by you.**
6. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the claim that you are asserting with this claim form, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**I. ACCOUNT BALANCE AT PFG**

Please state your account balance at PFG for your forex account based the most recent customer statement provided by PFG. If you have multiple forex accounts, please state the aggregate net account balance. Please attach your PFG customer statement (or statements if you have multiple accounts) reflecting that balance.

Forex Account Balance per most recent PFG Customer Statement(s): \$ 308,497.40

**II. ASSERTION OF ADDITIONAL CLAIMS**

Do you assert any claims against PFG based on your forex account at PFG that are not reflected in your account balance specified in No. I above?

YES

NO

If yes, please (a) include a signed attachment identifying all bases for any such claims, and (b) attach all evidence in support of any such claims.

**III. CAPACITY IN WHICH ACCOUNT HELD**

Please specify the capacity in which you hold your forex account at PFG (check all that are applicable):

- a. Individual capacity
- b. As guardian, custodian, or conservator for the benefit of a ward or a minor under the Uniform Gift to Minors Act
- c. As executor or administrator of an estate
- d. As trustee for the trust beneficiary
- e. In the name of a corporation, partnership, or unincorporated association
- f. As an omnibus customer account of the undersigned futures commission merchant
- g. As part owner of a joint account
- h. In the name of a plan which, on July 10, 2012, had in effect a registration statement in accordance with the requirements of § 1031 of the Employee Retirement Income Security Act of 1974 (known as "ERISA") and the regulations thereunder
- i. As agent or nominee for a principle or beneficial owner (and not described in Items (III(a)-(h))
- j. In any other capacity not described above in Items (III(a)-(i)) (please specify the capacity):

**IV. OTHER MATTERS**

A. Solely if you are an individual, do you have either (1) total assets in an amount in excess of \$10,000,000, or (2) total assets in an amount in excess of \$5,000,000 and are someone who entered into the forex agreement or transactions with PFG in order to manage the risk associated with an asset owned or liability incurred, or reasonable likely to be owned or incurred, by you ?

*Note: This questions is being asked for regulatory purposes.*

B. Is this a joint account?

**Check one:** YES  NO

*NOTE: If you selected "YES," specify the amount of your percentage interest in the account, and whether all participants in a joint account are claiming jointly.*

(1) My percentage interest in the account is: \_\_\_\_\_ %

(2) Participants in a joint account are claiming: \_\_\_\_\_ (Check one)  
 SEPARATELY  FULLY JOINTLY

C. Apart from your forex account(s), do you have any other accounts with PFG?

**Check one:** YES  NO

*NOTE: If you selected "YES," specify the account numbers and the type of each such accounts (futures, or precious metals account, etc.)*

Account Numbers	Type of Accounts
1. _____	_____
2. _____	_____

*(Attach additional page(s) if necessary)*

**V. DETAILS OF YOUR CLAIM**

A. Do you owe any amounts to PFG not already included in your account balances provided in No. I above?

Check one: YES  NO

*NOTE: If you selected "YES," please provide a detailed description in a signed attachment of any such claim or claims, and attach any supporting documentation you have. If you do not provide sufficient details, you may be sent a deficiency letter seeking additional information.*

**WHEN COMPLETING THE ABOVE PLEASE KEEP IN MIND:**

**Please list the full name, address, phone number, and email address of anyone assisting you in the preparation of this claim form:**

1. Full name: Sanchez Daniels & Hoffman  
 Address: 333 W. Wacker, 500, Chicago  
 Phone number: (312) 641-1555  
 Email address: hchaviano@sanchezdh.com
2. Full name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

If more than two people are assisting you, attach additional pages providing the information in the exact format above.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF UP TO \$50,000 OR IMPRISONMENT OF UP TO FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date Monkideo, 9 Nov. 2012

Signature \_\_\_\_\_

*[Handwritten Signature]*  
MONICA CALVO  
DIRECTOR

Date Monkideo, 9 Nov. 2012

Signature \_\_\_\_\_

*[Handwritten Signature]*

**MIGUEL VIEYTES**  
DIRECTOR



(If ownership of the account is shared (i.e., there is more than one name on the account), all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, agent, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)



Ep

Nº 245834



ESC. MARIA ESTHER TOBIO TOSAR - 09846/4

**ACTA DE ASAMBLEA GENERAL ORDINARIA DE ACCIONISTAS DE  
MONTENIDEO BURSÁTIL SOCIEDAD DE BOLSA S.A.-**

A los veinte días del mes de Abril de 2012, siendo la hora 11.00, se reúne en su Sede Social, Plaza Independencia 831 of. 403, la Asamblea General Ordinaria de Accionistas de Montevideo Bursátil Sociedad de Bolsa S. A.

Se cuenta con la totalidad del capital integrado y de acuerdo a lo establecido en el artículo 13 del Estatuto Social, y en el artículo 345 de la ley 16.060, se procedió de la publicación de la convocatoria en los diarios.

Asiste un accionista con un capital total de \$ 2.500.000 (pesos uruguayos dos millones quinientos mil) y que representan 2.500.000 votos, de acuerdo con el siguiente detalle que consta en el Libro Registro de Accionistas y Asistencia a Asambleas:

NOMBRE	CAPITAL	VOTOS
Jorge Vattuone	\$2.500.000	2.500.000

Se deja constancia que la sociedad no posee síndico ni comisión fiscal.

Abierta la asamblea, se pasa a considerar el siguiente orden del día:

**1) Designación de Presidente de la Asamblea**

Se designa al Sr. Miguel Vieytes para presidir la Asamblea.

**2) Consideración de la Memoria, Balance General y Estado de Resultados y Distribución de Utilidades correspondiente al ejercicio finalizado el 31 de Diciembre de 2011.**

Por unanimidad se resuelve aprobar la memoria del Directorio, Balance General y Estado de Resultados correspondiente al ejercicio finalizado el 31 de Diciembre de 2011.

La memoria del Directorio, así como los estados mencionados se encuentran transcritos en el Libro Inventario y copiador de cartas.

Por unanimidad se resuelve aprobar la siguiente distribución de utilidades:

De: Resultado del Ejercicio finalizado al 31/12/2011: \$ 4.211.321 (pesos uruguayos cuatro millones doscientos once mil trescientos veintiuno)

A: Adelanto de Resultados Efectuados: \$ 2.043.391 (pesos uruguayos dos millones cuarenta y tres mil trescientos noventa y uno)

A: Resultados Acumulados: \$ 2.167.930 (pesos uruguayos dos millones ciento sesenta y siete mil novecientos treinta)

3) Consideración de la gestión del Directorio y elección de autoridades.

Se resuelve aprobar todo lo actuado por el actual Directorio de la Sociedad, y reelegirlo para cumplir funciones hasta la próxima asamblea, quedando conformado de la siguiente manera:

DIRECTOR: Miguel Vieytes  
DIRECTORA: Mónica Calvo

4) Designación de un integrante de la asamblea para firmar el acta correspondiente.

Se designa para firmar el acta de Asamblea de Accionistas al Sr. Jorge Vattuone conjuntamente con los miembros del directorio.

Sin otros asuntos para considerar, y siendo las 12.30 horas, se levanta la sesión.

  
Jorge Vattuone

  
Miguel Vieytes  
Director

  
Mónica Calvo  
Directora

**CONCUERDA BIEN Y FIELMENTE** la presente fotocopia con el original de su mismo tenor que tuve a la vista y personalmente compulsé.

**EN FE DE ELLO**, a solicitud de parte interesada y para su presentación ante oficinas públicas y/o privadas, expido el presente que sello, signo y firmo en Montevideo el ocho de agosto de dos mil doce.

  
MARIA ESTHER TOBIO  
ESCRIBANA

ARANCEL OFICIO  
Cuentas: 8  
Impuesto: \$ 292  
Firma Rec: \$ 45  
2012-08-08  
met

IMPORTE MÍNIMO \$ 45,00  
008031 15

## Exhibit ii

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

In re: ) Chapter 7  
)  
PEREGRINE FINANCIAL GROUP, INC., ) Case No. 12-27488  
)  
)  
) Honorable Judge Carol A. Doyle  
Debtor. )

**TO: Forex and OTC Metals Claimants of Peregrine Financial Group, Inc.**

This Notice is to inform you that on April 23, 2014 the Trustee presented his Motion for Entry of an Order Authorizing Proposed Settlement Terms Respecting Forex and OTC Metals Customer Claims and for Related Relief (the "Motion"),<sup>1</sup> and that the U.S. Bankruptcy Court for the Northern District of Illinois (the "Court") entered an Order Authorizing Trustee's Proposed Settlement Respecting Forex and OTC Metals Claims (the "Order"). Accordingly, based on the reasons set forth in the Motion<sup>2</sup>, the Court authorized Ira Bodenstein, the chapter 7 trustee ("Trustee") for the bankruptcy estate of Peregrine Financial Group, Inc. ("PFG"), to settle the Forex and OTC Metals Claims pursuant to certain terms and conditions (the "Settlement").

Pursuant to the Order, the Trustee has standing authority to settle your Forex and/or OTC Metals Claims against PFG on the terms and conditions set forth in the Motion. The Settlement may be terminated by the Trustee at any time prior to your acceptance of the Settlement.

The terms of the Settlement are that any Forex or OTC Metals Claimant (collectively, "Forex Claimant") may choose to receive a onetime payment equal to **thirty percent (30%) of their Allowed Forex and/or OTC Metals Claim**<sup>3</sup> (the "Settlement Payment") on account of such Forex and/or OTC Metals Account (collectively, the "Forex Account"), in full and complete satisfaction of such Claim, specifically including the waiver of any further claim respecting such Forex Account against the bankruptcy estate of PFG.

**If any Forex or OTC Metals Customer has a debit balance in a class or capacity other than as a Forex or OTC Metals Customer, the amount of that debit balance will be subtracted from the amount of such Forex Claimant's Allowed Claim on a dollar-for-dollar basis before calculating the amount of the 30% distribution contemplated under the Settlement.**

<sup>1</sup> A copy of the Motion [Docket No. 2459] is posted on the Trustee's PFG Website, www.pfgchapter7.com. Capitalized, undefined terms herein shall have the meanings set forth in the Motion.

<sup>2</sup> The Motion recites several Legal Theories that certain Forex and OTC Metals Claimants have advanced in support of their assertion that all identifiable funds associated with Forex Accounts are fully recoverable by the Forex Claimants. The Court announced in open court on April 23, 2014 that it was going to grant the Trustee's Motion for Summary Judgment in the *Secure Leverage Adversary*, denying the application of the Commodity Contract Theory to the PFG Forex Accounts as the basis that the Forex Claimants were not "customers" within the meaning of Section 761(9) of the Bankruptcy Code. The Court stated that it would be issuing a written opinion to that effect shortly.

<sup>3</sup> The term "Allowed Claim" refers to a Claim: (a) scheduled by the Debtor as undisputed, not contingent and liquidated; (b) as to which no objection, adversary proceeding or request for estimation has been filed; (c) as to which any objection has been settled, waived, withdrawn or denied by a Final Order; or (d) that is Allowed (i) either by a Final Order or (ii) by an agreement between the Holder of such Claim and the Trustee.

If you would like to participate in the Settlement, please take the following steps: (i) provide your name, mailing address, email address, telephone number and signature as required below; (ii) review the enclosed Settlement Agreement; and (iii) if you wish to accept the Settlement, fill out and sign the Settlement Agreement and mail a copy of the executed Settlement Agreement and executed Notice back to the Trustee at the address below **by June 1, 2014**. The Trustee will disburse the Settlement Payment within fourteen (14) days of the latter of (a) the Trustee's receipt of the executed Settlement Agreement and (b) the allowance of the Forex Claimant's Allowed Claim.

Nothing in this Notice shall be deemed an admission by the Trustee that any person or entity does, in fact, hold an Allowed Claim against the bankruptcy estate. The Trustee reserves full rights to verify the identity of any person receiving this Notice and such person's entitlement to receive a distribution on account of the identified Forex Account. The Trustee further reserves the right to object to any claim by any person or entity receiving this Notice on any basis.

Respectfully submitted,

Dated: April 23, 2014

Ira Bodenstein, not personally, but as chapter 7 trustee for the estate of Peregrine Financial Group, Inc.

**Customer Information**

Name: \_\_\_\_\_  
Proof of Claim No. (if applicable): \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Mailing Address**

Peregrine Financial Group, Inc. dba PFG Best  
c/o Rust Consulting/Omni Bankruptcy  
Attn: Forex Settlement  
5955 DeSoto Ave., Suite 100  
Woodland Hills, CA 91367

## Exhibit iii

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Rust Consulting/Omni Bankruptcy, 5955 DeSoto Avenue, Suite #100, Woodland Hills, CA 91367.

A true and correct copy of the following documents entitled:

- (1) Notice to Forex and OTC Metals Claimants of Peregrine Financial Group, Inc.
- (2) Settlement Agreement

will be served or was served in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On April 29, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On April 29, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on April 29, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached pages

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 5, 2014  
Date

Armando Zubiato  
Printed Name

  
Signature



## **Service Information - United States Mail**

Tuesday, Jul 11, 6:56 PM

FW: Peregrine / Montivideo

by Allen Guon | aguon@shawfishman.com

Bruce,

Attached is a copy of the settlement documents that were served on your client by mail and the redacted proof of service. Per the email below, the documents were mailed to the following two addresses:

MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA -	S.A	ATTN: HUGO CHAVIANO	PLAZA INDEPENDENCIA 831. OFICINA 401	MONTEVIDEO
MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA S.A	PLAZA INDEPENDENCIA 831. OFICINA 401	MONTEVIDEO	URUGUAY	

In addition, the claims agent informed me that an email notification about the settlement was sent to HCHAVIANO@SANCHEZDH.COM.

Please contact me with any further questions.

Allen J. Guon  
Shaw Fishman Glantz & Towbin LLC  
Direct Phone: 312.980.3806  
aguon@shawfishman.com

From: **Katie Nownes** | knownes@omnimgt.com  
To: **Allen Guon** | aguon@shawfishman.com

Allen,

Here is the proof of service (redacted). The two addresses where they were served are listed below. I have also attached the two documents that were served. If you need anything additional please let me know.

MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA -	S.A	ATTN: HUGO CHAVIANO	PLAZA INDEPENDENCIA 831. OFICINA 401	MONTEVIDEO
MONTEVIDEO BURSATIL SOCIEDAD DE BOLSA S.A	PLAZA INDEPENDENCIA 831. OFICINA 401	MONTEVIDEO	URUGUAY	

Thank you,

Katie

# Please wait...

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