

EXHIBIT 42

D2S8CITC

1 UNITED STATES DISTRICT COURT
1 SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 IN RE CITIGROUP, INC.
4 SECURITIES LITIGATION

07 Cv. 9901 (SHS)

5 -----x

6 February 28, 2013
6 10:10 a.m.

7 Before:

8 HON. SIDNEY H. STEIN

9 District Judge

10 APPEARANCES

11 KIRBY McINERNEY LLP
12 Attorneys for Plaintiffs
12 BY: IRA M. PRESS
13 PETER S. LINDEN
13 ANDREW M. McNEELA

14 ENTWISTLE & CAPPUCCI
15 Attorneys for Plaintiffs
15 BY: JONATHAN H. BEEMER

16 PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
17 Attorneys for Defendants
17 BY: RICHARD A. ROSEN
18 JANE B. O'BRIEN

19 Also present:

20 THEODORE FRANK, Objector (by telephone)

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1 I am also denying that area of his requests which seek
2 to know how much the contract attorneys -- I think the
3 plaintiffs call them project specific attorneys -- are paid.
4 The law is quite clear that the issue for me is what a
5 reasonable fee is. The issue is what the market pays for the
6 various attorneys. That's Arbor Hill. There is a whole line
7 of cases on that. The issue of how much profit there is in
8 this for the plaintiffs' attorneys I think is not relevant to
9 my inquiry under the law; that is, I am not supposed to look at
10 the difference between the costs to the plaintiffs' firms and
11 what a reasonable fee is. The issue is what the market rate is
12 for these people. So I am not going to grant any discovery in
13 regard to what these people are being paid.

14 However, I do think it's relevant, and something I
15 would like to know, as to what the qualifications and
16 reputations and skills of the contract attorneys are. And I
17 know the declarations put in by the plaintiffs' attorneys say,
18 oh, they are the same as our regular attorneys, and some went
19 to fabulous law schools and others have had a great deal of
20 experience with CDO issues and others have worked on these
21 projects before. I understand that. But I think the Court and
22 Mr. Frank are entitled to specifics so that we can get beyond
23 the generalities and take a look and see if in fact the
24 contract attorneys do have comparable skills, experience and
25 reputations to the attorneys who are regular employees of the

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1 law firms.

2 That's one area that I want. And I will be specific.
3 I have a list here. I will tell you what specifically I want.

4 Another area that I think I want information on, and I
5 believe Mr. Frank does as well, is to get a better feel for the
6 extent of duplication of effort, if any, and so I will talk
7 about that.

8 Here is the list of what I want and you will have to
9 make it available. You will file it and therefore it will be
10 available to Mr. Frank as well.

11 The plaintiffs' attorneys have already offered to
12 submit the daily time records, and I want that. And when I say
13 plaintiffs' attorneys, I am not only talking about Kirby
14 McInerney, although obviously that's the bulk of it, but you're
15 going to be responsible for all of the plaintiffs' firms.

16 I do want the daily time records. I think the case
17 law in the Second Circuit read tightly is that there should be
18 contemporaneous time records filed with the Court so I am going
19 to ask for those. I can't tell you what format they should
20 use. I certainly don't want truckloads of documents. I assume
21 disks are better, but I will leave that to you. That's one
22 thing, daily time records of the attorneys, contemporaneous
23 time records if they are available.

24 Secondly, there was, in my recollection, a substantial
25 amount of time spent on, I will characterize it as internecine

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1 straightforward. There were not that many physical
2 conferences. So that's a third bundle of information.

3 A fourth bundle of information is expenses, and this
4 can be very straightforward. If there was a policy for travel,
5 that it had to be economy or business or first, I want to know
6 that. If it's free play, that is, you did whatever you want, I
7 am going to need a breakdown of what was economy, what was
8 business, and what was first class, in terms of travel, and it
9 won't surprise you that I am only going to be approving the
10 economy flights. And I want, if it's available, the average
11 hotel rate in each city. My assumption is most of these
12 depositions took place in New York, and the attorneys are in
13 New York so I think that will basically just drop out. My
14 guess is I am not asking for a great deal of information for
15 the hotel rates, but I do think it is relevant.

16 Then perhaps a minor matter. I want the per page
17 copying rate for each firm.

18 Now, let's turn to the next group, which is contract
19 attorneys. Kirby McInerney is telling me, and I have no reason
20 to doubt it because I don't have the information, they are
21 telling me that the qualifications are the same for contract
22 attorneys as for Kirby McInerney attorneys. And again, I am
23 just using Kirby McInerney, but I mean every firm.

24 If I understand the submissions, Kirby McInerney is
25 saying, Mr. Frank is saying, we don't know who those contract

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1 attorneys are, and he is also saying they are paid less than
2 regular attorneys. I have responded to that. That's
3 irrelevant to me. But I do need to know their skills,
4 experience, qualifications, reputation so I can attempt to
5 determine what the market rate is for their services vis-a-vis
6 regular associates and partners.

7 Kirby McInerney says, you know, Mr. Frank, who the
8 contract attorneys are because you have the bios of our lawyers
9 and everybody else is a contract attorney. That's not terribly
10 helpful to me because I don't think I should be accepting at
11 face value the fact that, because Miss So and So went to NYU
12 Law, that's a woman who you both seem to focus on, therefore
13 her qualifications are the same as everybody else. And because
14 some of these contract attorneys happen to work for major firms
15 their qualifications are the same. I think I need more
16 information than that.

17 Kirby McInerney says it went through, I don't know,
18 100 bios and chose only one out of three or four. I think
19 those are the basic figures. And they were seen by two or
20 three personnel. When I see a word like that, I am not sure
21 who the personnel is, although you do say that it was often
22 Mr. Press and Mr. Linden who were reviewing people. But what I
23 want is, because you gave me the bios of your firm people, I
24 want the bios of the contract people. Presumably those are
25 available. I don't want you to be going to whatever agency

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EXHIBIT 43

----- Original Message -----

Subject:Re: Steve D [REDACTED]
Date:Tue, 4 Oct 2011 08:30:46 -0400 (EDT)
From:Michael M [REDACTED] <mm [REDACTED]@kmlp.com>
To:plinden@kmlp.com

Steve will be available to work starting tomorrow. He said that he could come in today but it would be later in the afternoon. I will tell him to plan on coming in to meet you.

I would need to interview him in person. Also, according to his resume he > is currently employed. Is he losing that job?

----- Original Message -----

Subject:Re: Steve D [REDACTED]
Date:Tue, 4 Oct 2011 09:24:12 +0800 (SGT)
From:Michael M [REDACTED] <mm [REDACTED]@kmlp.com>
To:Peter S. Linden <plinden@kmlp.com>

Peter,

Steve's resume is attached.
He is in Rockland county tomorrow so would be able to interview by phone.
I know him to be a good employee, hard working and smart.
Thanks

send me his resume

>
> Michael M [REDACTED] wrote:
>
>>Peter,
>>
>>Steve is an attorney that I have worked with in the past who I would
>>recommend for one of the openings we have. I know he is looking and if
>> you
>>are amenable, I can have him come in to talk to you. Any interest?
>>
>>
>>
>
> --
> Peter S. Linden
> KIRBY McINERNEY LLP
> 825 Third Avenue, 16th Floor
> New York, NY 10022
> Tel: 212.371.6600
> www.kmlp.com
>

STEVEN H. D [REDACTED]

RELATED PROFESSIONAL EXPERIENCE

DFUZE Entertainment Media, LLC, New York, New York

- **General Counsel & Member** (September 2009 – October 2011): Advised managing members on all legal, business development, and financial matters for an early-stage, web-based, video production company and distribution network. Developed company operating agreement and minority ownership vesting plan. Maintained company's Intellectual Property portfolio, including management and oversight of Outside Counsel. Managed all video-release, work-for-hire, employment and independent contractor agreements, content development and acquisition rights and clearances reviews, content licensing agreements, and all related policies and procedures. Drafted website terms and conditions, privacy policy, and revenue sharing agreements.

D [REDACTED] Law, New City, New York

- **Principal Attorney** (May 2009 – January 2011): Advised clients on both legal and business matters. Practice focused on start-ups and small businesses, business strategy counseling, new media, outsourced general counsel support, technology and product licensing, and venture capital transactions and negotiations.

Strategic Legal Solutions, Inc., New York, New York

- **Contract Attorney/QC Team Lead**, (April 2008 – November 2010): Conducted multiple electronic document reviews pursuant to regulatory agencies document requests, and client's internal investigations relating to the examinations of investment bank and hedge fund collapses, bond price fixing, commodities pricing, pharmaceuticals sales and marketing, and software patent infringement lawsuits. Reviews conducted for DiscoverReady LLC, Hughes Hubbard & Reed LLP, and Debevoise & Plimpton LLP

Invensys PLC, Foxboro, Massachusetts

- **Summer Associate, Legal Department** (May – December 2007): Drafted portions of template worldwide agency agreement. Revised purchase order terms and conditions for North America. Revised agency, distributor, and purchase agreements. Researched and prepared memoranda on export record keeping, and on data and record retention best practices. Conducted review of all EULA pass-through license obligations. Developed new contracts approval and tracking procedures. Collaborated with other departments to improve and streamline global legal department website, online contracts management, billing, and e-discovery systems.

Cubist Pharmaceuticals, Inc., Lexington, Massachusetts

- **Summer Associate, Legal Department** (May 2006 – May 2007): Actively participated in negotiation and drafting of licensing agreement with AstraZeneca for development and commercialization of CUBICIN® in China, Asia, the Middle East, and Africa. Researched and composed memoranda for General Counsel on stock option compensation issues and on the implications of pending tax legislation. Drafted product licensing agreements, and technology acquisition contracts. Participated in outside counsel's negotiation training, and Revlon duties seminars. Interviewed multiple vendors, and oversaw implementation of Cubist's Sarbanes-Oxley compliance hotline. Assisted with SEC, patent, and trademark filings.

Suffolk University Law School, Boston, Massachusetts

- **Research Assistant for Professor Jessica Silbey** (August – December 2005): Researched legal issues pertaining to inventorship and patent law, for publication in: *The Mythical Beginnings of Intellectual Property*, 15 Geo. Mason L. Rev. 319 (2008).

The Brigham & Women's Hospital, Office of Corporate Sponsored Research and Licensing (CSRL), Boston, Massachusetts

- **Summer Intern** (May – August 2005): Drafted material transfer, sponsored research, joint research, and option and licensing agreements. Drafted non-confidential invention summaries and disclosures for use by hospital's technology marketing personnel.

Boies, Schiller & Flexner LLP, Armonk, New York

- **Paralegal** (August 2003 – August 2004): Maintained case files, performed document reviews, conducted legal research, prepared documents, assembled exhibits, cite checked filings, assisted in all aspects of hearing preparation, engaged clients directly, prepared for and attended depositions, and trained new staff.

Trial Experience: *SR Int'l Bus. Ins. Co. Ltd. v. World Trade Center Properties, LLC, et al.*

Publication: Acknowledged in David Boies's *Courting Justice*, 2004.

OTHER PROFESSIONAL EXPERIENCE

The Joseph Stokes Jr., Research Institute at The Children's Hospital of Philadelphia, Philadelphia, Pennsylvania

- **Research Assistant** (August 2002 – July 2003): Studied effects of the molecular chaperone GRP94 in the immune system and on cancer cell lines. Utilized PCR, DNA extraction, protein purification, HPLC, gel electrophoresis, tissue cultures, embryo extraction, and animal colony growth and maintenance techniques.

Publication: Acknowledged for work on recombinant DNA purification in: Tali Gidalevitz, et al., *Identification of the N-terminal Peptide Binding Site of Glucose-regulated Protein 94*, J. Biol. Chem., Vol. 279, Issue 16, 16543-16552, April 16, 2004.

Maersk Sealand Inc. & Maersk Pacific Ltd., Long Beach, California / Copenhagen, Denmark

- **Operations Consultant, MISE Trainee** (*August 2001 – July 2002*): Managed unionized labor force of 150 men and women, directed multimodal operations, and served on development team for Pier 400 shipping terminal at the Port of Long Beach/Port of Los Angeles. Attended international seminars on shipping law, marketing, globalization, multinational corporate management, economics, and international relations.

BAR ADMISSIONS

Washington, District of Columbia Bar, admitted June 2009
New York State Bar, admitted March 2009
New Jersey State Bar, admitted December 2008
Massachusetts State Bar, admitted June 2008

EDUCATION

Suffolk University Law School & Sawyer Business School, Boston, Massachusetts

Juris Doctor & Master of Science in Finance, January 2008

Honors: Dean's List (*Summer 2005 – Spring 2007*)

Honor Board: Journal of Health & Biomedical Law: Senior Consulting Editor (*Vol. III:2*), Managing Editor (*Vols. II:2 & III:1*)

Activities: Faculty Appointment Committee – Student Advisory Panel, Member (*Fall 2006 – Spring 2007*)
 Student Bar Association, Student Affairs Committee – Technology Chair (*Spring – Fall 2006*)

Study Abroad: Global Financial Markets, International Immersion Program (London, England, Spring 2007)

Muhlenberg College, Allentown, Pennsylvania

Bachelor of Science in Biology; *Minor* in Business Administration, May 2001

Honors: Commencement Speaker 2001, elected by senior class to deliver commencement address
 Student Leader of the Year 2001, Award Recipient

Study Abroad: Bridges of Understanding Cultural Exchange Program (Germany, Summer 2000)

PRO BONO ORGANIZATIONS

- **City Bar Justice Center – Neighborhood Entrepreneur Law Project (NELP)** (*October 2009 – Present*)
- **DC Bar – Community Economic Development Project (CED)** (*August 2009 – Present*)

ASSOCIATIONS

The Association of the Bar of the City of New York (2009 – Present)
 Sigma Phi Epsilon, Penn Iota – Alumni Volunteer Council (2009 – Present)

- 75th Anniversary Committee Co-Chair (2010 – Present)

 New York State Bar Association (2009 – Present)
 Suffolk University Law School Alumni Association (2008 – Present)
 Sawyer Business School Alumni Association (2008 – Present)
 Muhlenberg College Alumni Association (2001 – Present)

EXHIBIT 44



2006 VOLUNTARY FA CAPITAL ACCUMULATION PROGRAM

For Smith Barney Financial Advisors
and certain other employees in the United States

PROSPECTUS

The date of this prospectus is December 30, 2005.

If your percentage election for a six-month period results in pretax compensation to be paid in the form of a CAP award equal to \$500 or less, you will not receive a CAP award for that period. Instead you will receive a cash payment (without interest) equal to the dollar amount of your election.

In addition, if, on the CAP award date, you are on an approved personal leave of absence that has exceeded 90 days or an approved disability leave that has exceeded 90 days, you will not receive a CAP award. Instead you will receive a cash payment (without interest) equal to the dollar amount of your election.

FA CAP is a voluntary program and you are not required to participate. However, once you have made the decision to participate for a given calendar year, percentage elections are irrevocable and may not be changed or discontinued, except as described above. You may discontinue participation or modify your percentage elections only during the annual enrollment period for the following calendar year. Consider the provisions of the program carefully before you decide to enroll.

To participate, you must make an election during each enrollment period. Elections will not be carried forward from year to year.

How is the number of shares in a CAP Share award determined?

The number of shares in your CAP Share award is calculated by using a 25% discount from the market price of Citigroup common stock. For FA CAP, the market price of Citigroup common stock is the average of the closing prices of the stock on the New York Stock Exchange on the last trading day of each of the six months prior to the award date.

Thus, the number of shares in your award is obtained by dividing the value of the award by 75% of the market price of one share of Citigroup common stock on the award date.

A CAP Share award is composed of “basic shares” and “premium shares.”

- The basic shares are the number of shares awarded by using the market price without the benefit of the 25% discount.
- The premium shares are the additional number of shares awarded by applying the 25% discount.

Example

Assumptions:

- You have elected to participate at the 20% level.
- If you had not elected to participate, you would have had cash compensation of \$100,000 for the six-month period.
- The average month-end stock price of Citigroup common stock over the prior six months was \$45.

1. Determine the portion of your pretax compensation to be paid in the form of a CAP Share award:

$$20\% \times \$100,000 = \$20,000$$

2. Determine the discounted stock price:

$$\$45 \times 75\% = \$33.75$$

3. Calculate the number of shares in your CAP Share award.

$$\$20,000 \div \$33.75 = 592.59$$

Fractional shares will be rounded to the nearest second decimal place using a natural round.

The number of basic shares (the number of shares in your award calculated using a non-discounted market value) is:

$$\$20,000 \div \$45 = 444.44$$

The number of premium shares (the additional shares you are awarded as a result of the application of the 25% discount) is:

$$592.59 - 444.44 = 148.15$$

In this example, for the six-month period you would receive \$80,000 (less payroll taxes and other standard deductions) in cash compensation (\$100,000 less the \$20,000) plus an award of 592.59 CAP Shares. The market value of these shares (if unrestricted) would be \$26,666.64 ($592.59 \times \$45 = 26,666.55$).

How does the stock option election work?

FA CAP participants will have the opportunity to elect, before the award date, the form of the award they will receive. This process is called the stock option election.

By making a stock option election, you choose to receive 25%, 50%, 75%, or 100% of your FA CAP award in the form of a stock option.

If you make the stock option election, you will receive a non-qualified CAP Option to purchase four times the number of shares by which you elected to reduce your CAP Share award.

If you do not make the stock option election, your FA CAP award will be in the form of CAP Shares.

You will be asked to make the stock option election approximately three months before each CAP award is made.

Once made, your stock option election is irrevocable.

The ratios used for the 2006 FA CAP stock option election are based on Citigroup's current stock option valuation. See "CAP Options" on page 14 for a description of the features of stock options granted under FA CAP.

EXHIBIT 45

In re Citigroup Inc. Securities Litigation

c/o GCG

P.O. Box 9899

Dublin, Ohio 43017-5799

1-10-13
*I am approved as
object to settlement II.*
James Dimeff

Presorted
First-Class Mail
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PAID
Chicago, IL
Permit No. 941

CII0500642221



##

481184 22/1200/1 *****AUTO**5-DIGIT 90505

JAMES DIMEFF

CHARLES SCHWAB & CO INC CUST

22705 NADINE CIR UNIT A

TORRANCE CA 90505-8825



03081841

***In re Citigroup Inc. Securities Litigation*, No. 07 Civ. 9901 (SHS) ECF Case
AMENDMENT TO NOTICE OF (I) PENDENCY OF CLASS ACTION; (II) PROPOSED
SETTLEMENT AND PLAN OF ALLOCATION; (III) SETTLEMENT FAIRNESS
HEARING; AND (IV) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

Dear Sir/Madam: Our records indicate that you may not have received the above referenced Notice prior to the deadline for requesting exclusion from the Settlement indicated therein. Please be advised that:

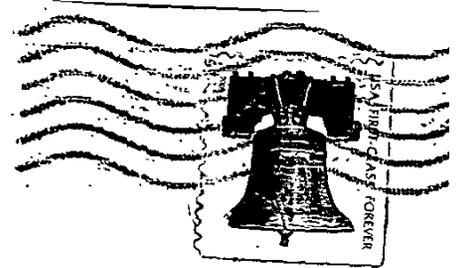
- (i) your deadline for making a claim (*see e.g.* paragraph 54 of the Notice) has been extended so that your claim form must now be postmarked by **March 8, 2013**;
- (ii) your deadline for requesting exclusion from the settlement (*see e.g.* paragraphs 56-61 of the Notice) has been extended so that any request must now be received by **March 8, 2013**;
- (iii) your deadline for objecting to the settlement (*see e.g.* paragraphs 64-68 of the Notice) has been extended so that any objection must now be received by **March 8, 2013**;
- (iv) your deadline for filing a Notice of Intention to Appear (*see e.g.* paragraphs 55, 67, 68 of the Notice) must now be received by **March 8, 2013**; and
- (v) the Settlement Fairness Hearing date (*see e.g.* paragraphs 62-63 of the Notice) has been rescheduled to **April 8, 2013 at 10:00 a.m.**

If we can be of further assistance, please feel free to call (877) 600-6533.

James Dimeff
22705 Nadine Circle, Apt. A
Bldg. 220
Torrance, CA 90505

SANTA ANA CA 926

11 JAN 2013 PM 8 L



Citigroup's Security Investigations
40 GCG
P.O. Box 9899
Dublin Ohio, 43017-5799

430175899999



EXHIBIT 46

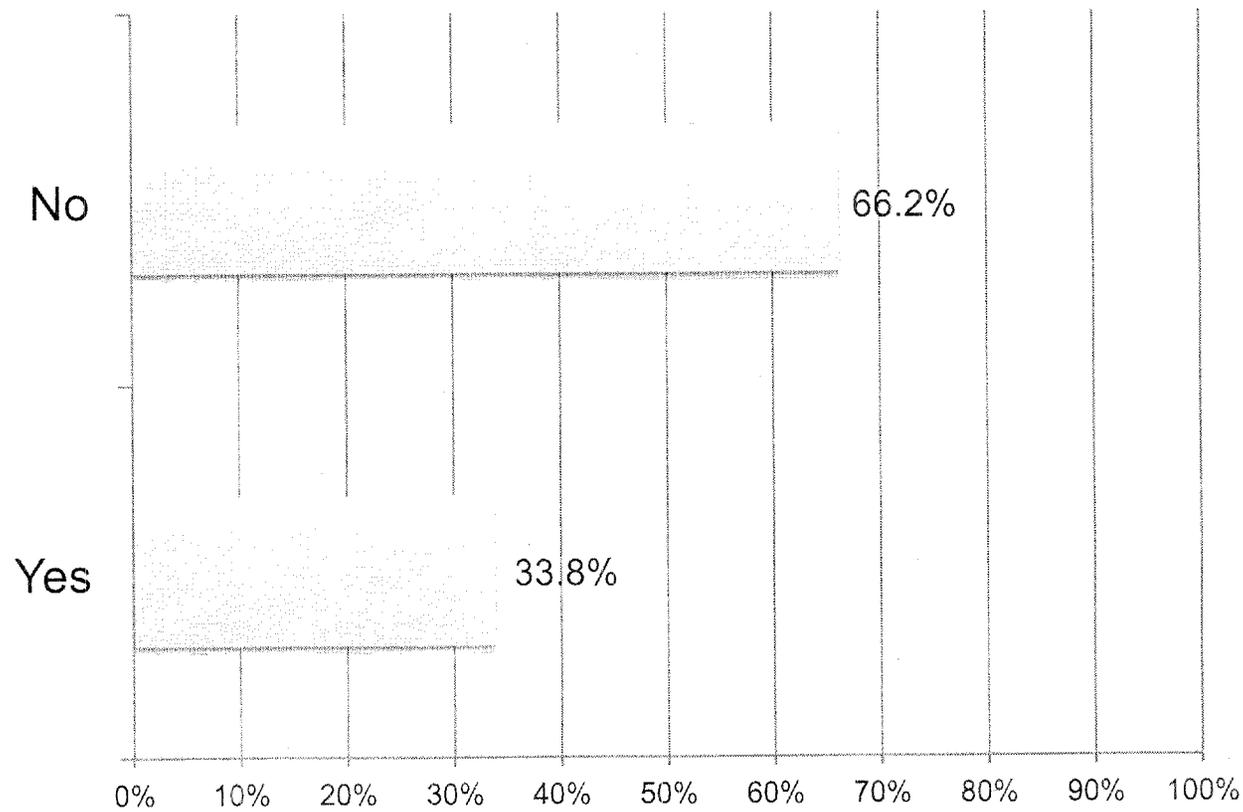


ACC/The Wall Street Journal Contract-Attorney Use Survey

Does your company use non-staff contract attorneys? If not, perhaps you have considered employing their services in the past, or have entertained the idea for the future. Regardless, there is little doubt that this practice will continue as law firms and clients seek to lower their costs. As the use of contract attorneys becomes more commonplace, you may have a few questions regarding its implementation. What was the nature of work performed by various contract attorneys? What were the reasons behind organizations employing their services? And, perhaps most importantly, how much were they paid? For answers to these questions and more, ACC is proud to present the results of its survey for *The Wall Street Journal*. Also, to read the entire *WSJ* article, please visit <http://on.wsj.com/kRJMM7>.



Did your company use non-staff "contract" or "project" attorneys in the previous fiscal year?*

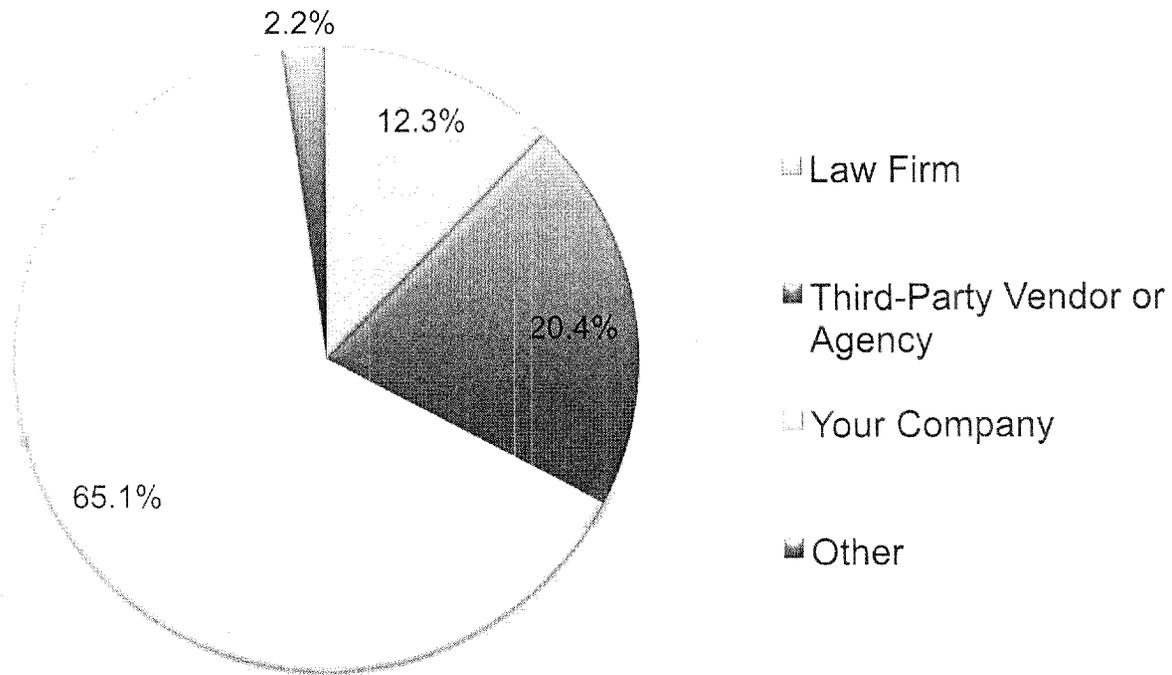


Total Responses: 876

**Including any instances where the company worked with or used contract lawyers at third-party agencies.*



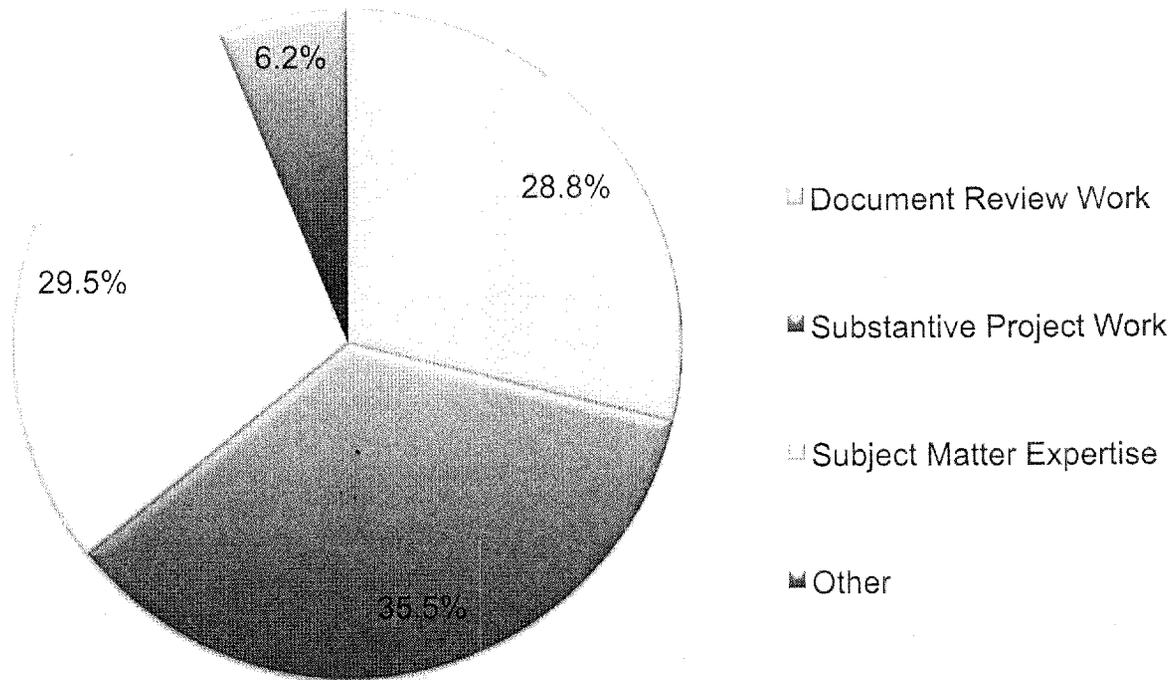
Who hired and recruited the contract attorneys?



Total Responses: 357



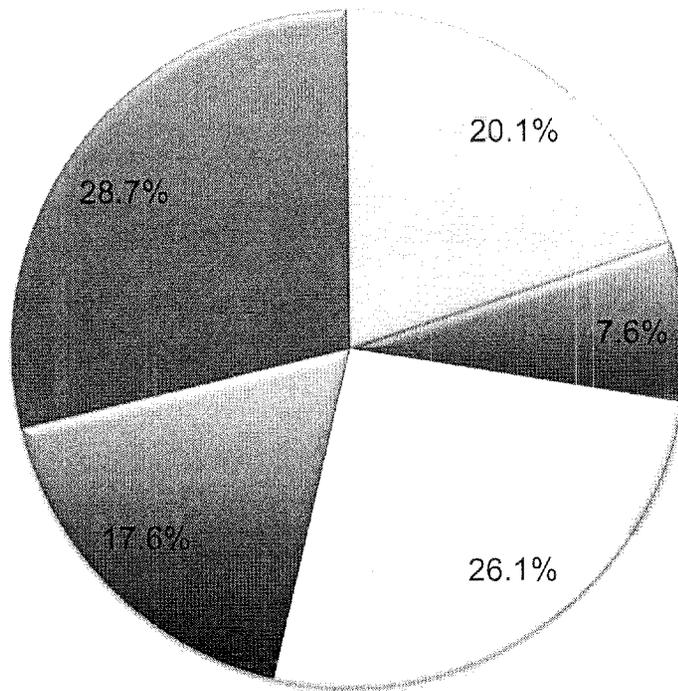
What was the nature of the work the contract attorneys performed?



Total Responses: 541



What are the reasons for using contract lawyers?

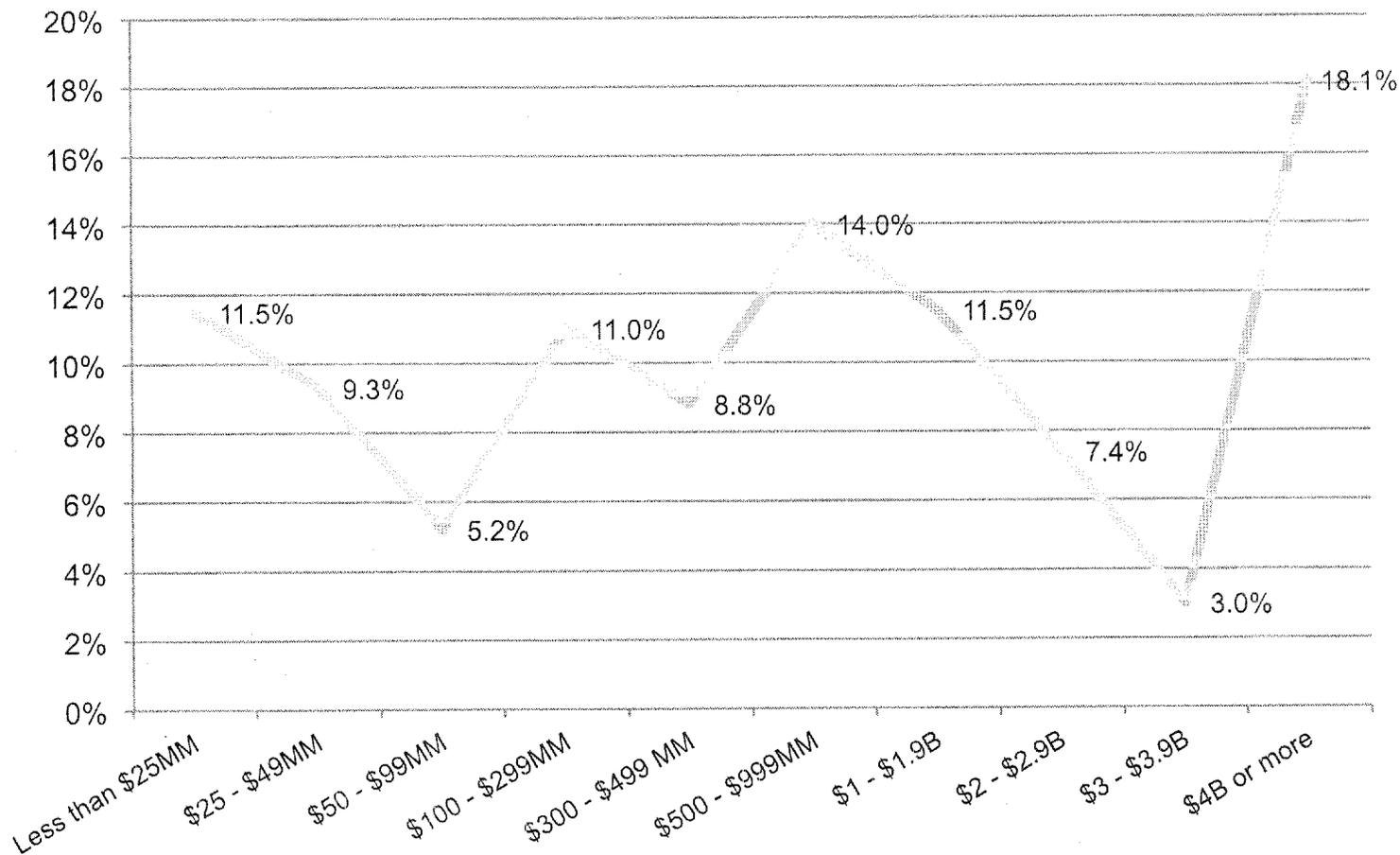


- Law Firm Cost Management
- Specific Company Request
- Specific Skill Set
- Project Deadline
- Project Cost Management

Total Responses: 541



What were your organization's total gross revenues for the last fiscal year, including affiliates and subsidiaries?

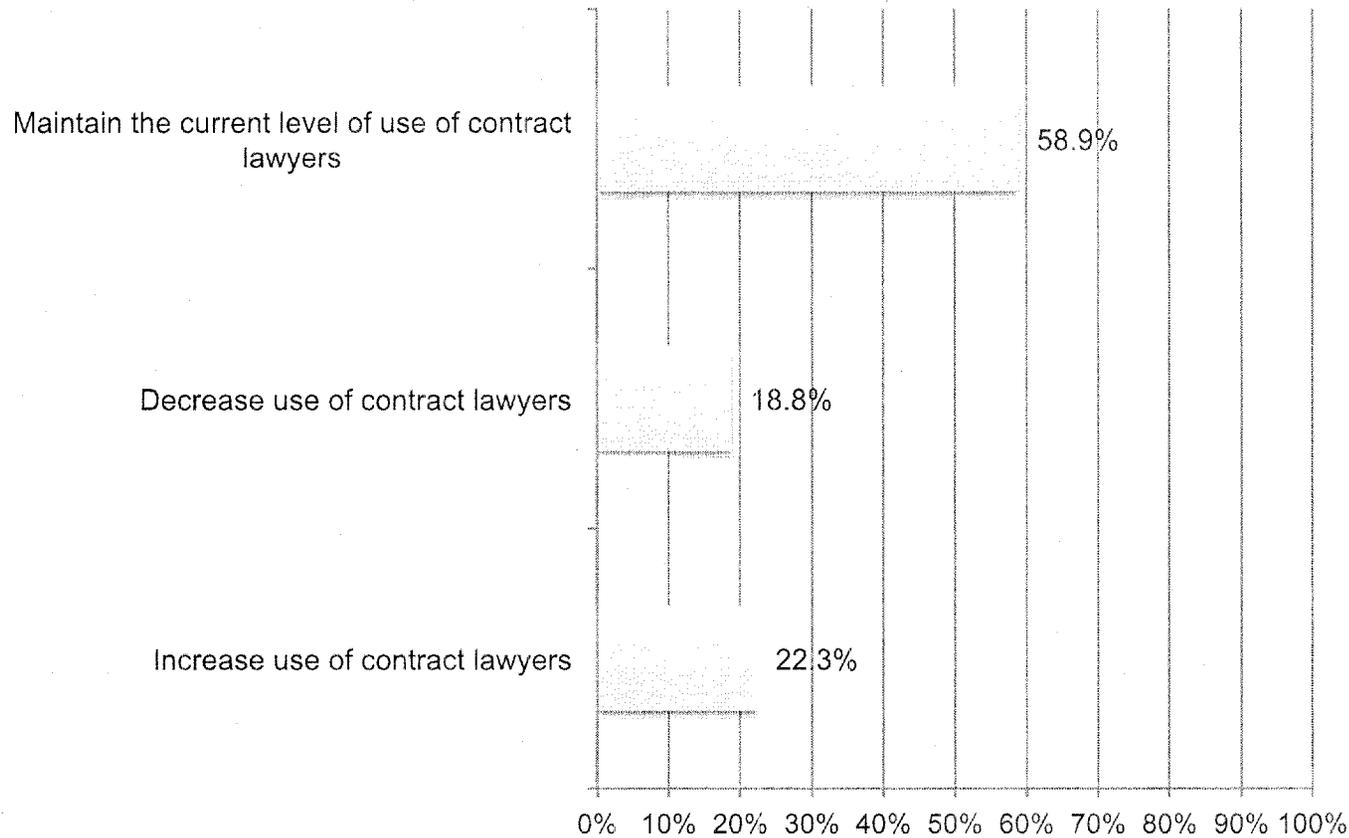


Total Responses: 364

By in-house counsel, for in-house counsel.SM



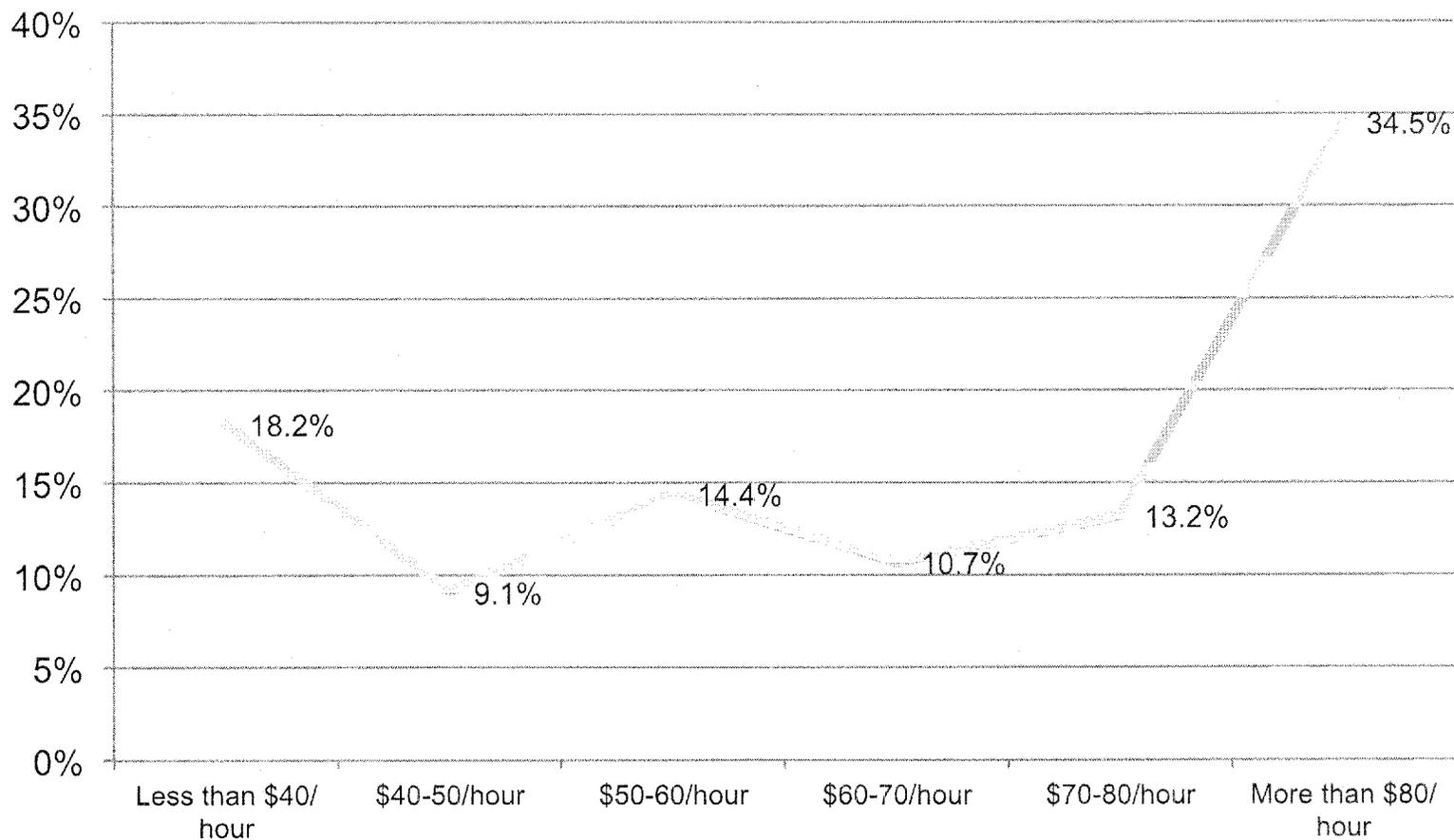
In the next fiscal year, do you expect to:



Total Responses: 367



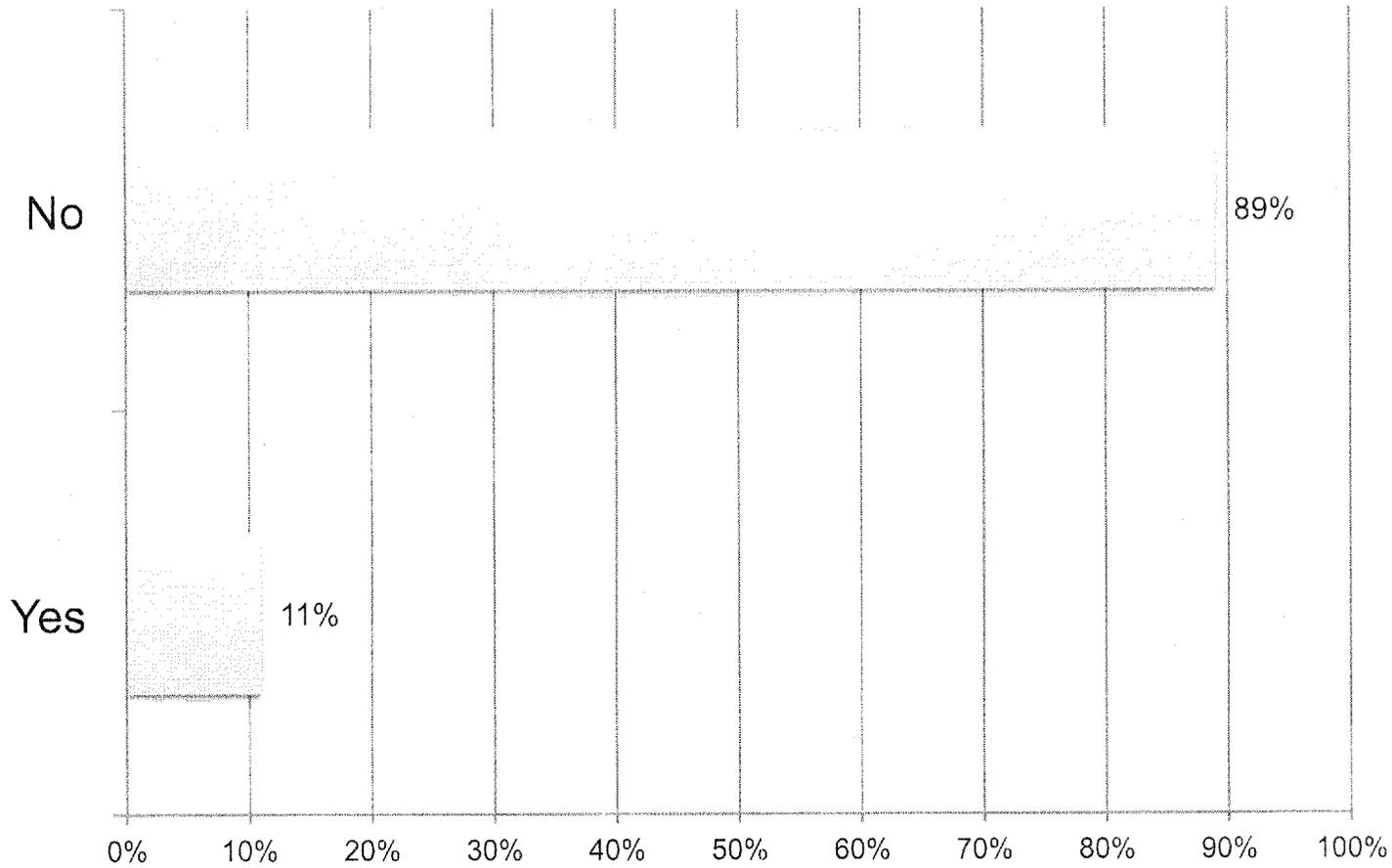
Typically, your company pays roughly the following hourly rate for contract attorneys performing document review:



Total Responses: 319



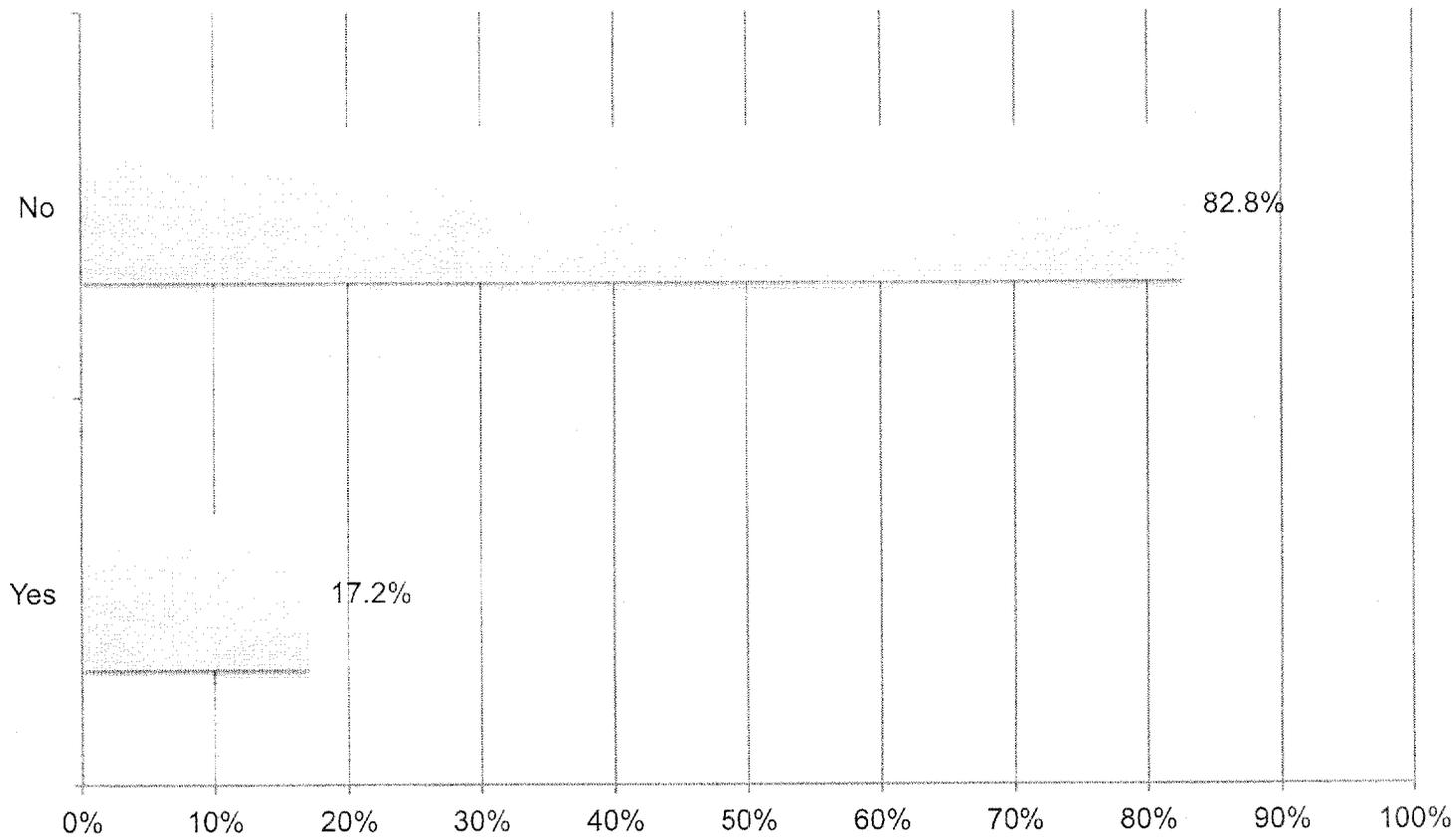
Do you pay time-and-a-half overtime?



Total Responses: 245



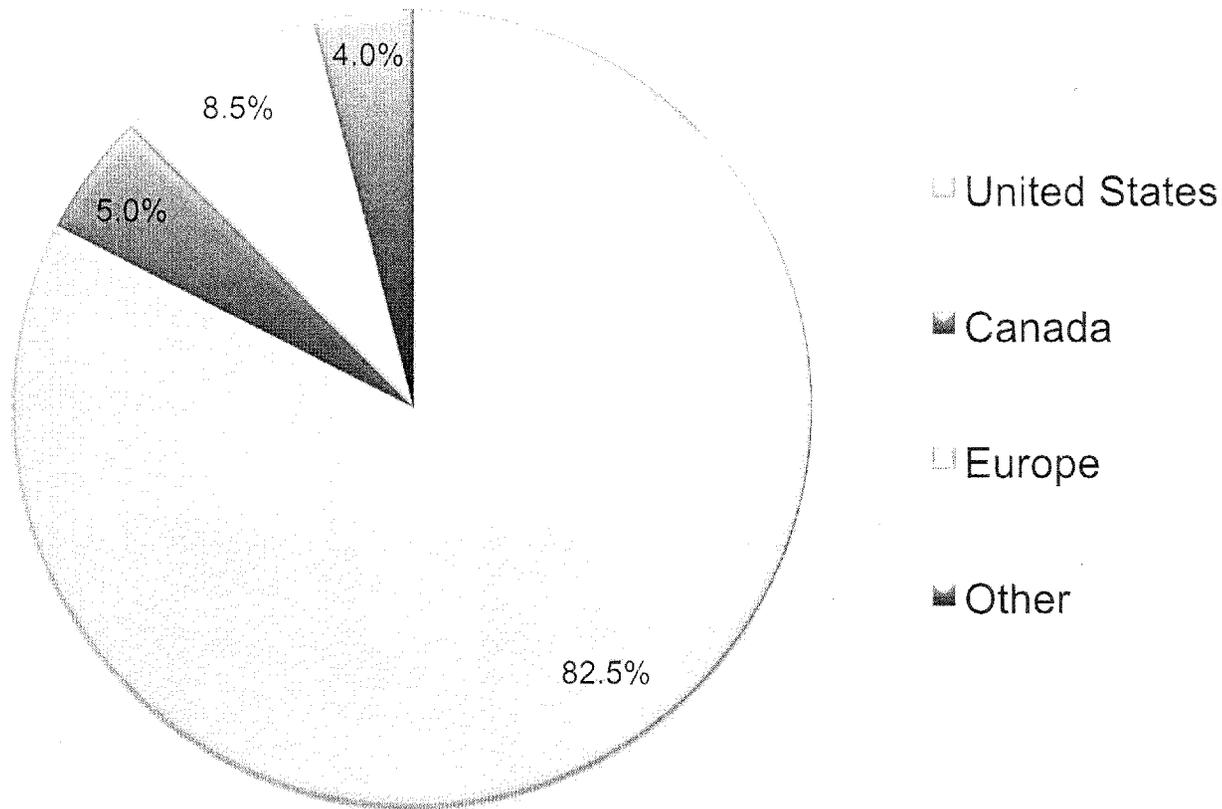
Are you willing to discuss your company's use of contract attorneys with The Wall Street Journal for a possible story?



Total Responses: 319



Where is your company based?



Total Responses: 422