UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE MEXICAN GOVERNMENT BONDS ANTITRUST LITIGATION	Master Docket No. 18-cv-02830
THIS DOCUMENT RELATES TO: ALL ACTIONS	

[PROPOSED] ORDER AWARDING ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS

This matter came for a duly noticed hearing on December 3, 2026 (the "Fairness Hearing"), upon Plaintiffs' Lead Counsel's Motion for an Award of Attorneys' Fees and Expenses, and Plaintiffs' Application for Service Awards ("Fee and Expense Application") in the above-captioned action ("Action"). The Court has considered the Fee and Expense Application and all supporting and other related materials, including the matters presented at the Fairness Hearing. Due and adequate notice of the Stipulation and Agreement of Settlement with Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México; BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México; Banco Nacional de México, S.A., Institución de Banca Múltiple, Grupo Financiero Banamex; [1] Deutsche Bank México, S.A., Institución de Banca Múltiple; [2] HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC; and Bank of America México, S.A., Institución de Banca Múltiple dated

[1] The parties understand and agree that the entity described in this litigation as "Banco Nacional de México, S.A., Institución de Banca Múltiple, Grupo Financiero Banamex" refers to Banco Nacional de Mexico, S.A., integrante del Grupo Financiero Banamex.

[2] Deutsche Bank Mexico came under the ownership of Grupo Financiero Citi México, S.A. de C.V. and Citi GSCP Inc., both of which are indirect, wholly owned subsidiaries of Citigroup Inc. Deutsche Bank Mexico was renamed Banco Citi México, S.A., Institución de Banca Múltiple, Grupo Financiero Citi México, which is now an indirect, wholly owned subsidiary of Citigroup Inc.

August 12, 2026 (the "Settlement Agreement")[3] having been given to the Class Members, the Fairness Hearing having been held, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has personal jurisdiction over all Parties and all Class Members, as well as subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto.

2. Notice of the Fee and Expense Application was provided to potential Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal Rules of Civil Procedure and due process requirements.

3. Plaintiffs' Lead Counsel is hereby awarded attorneys' fees in the amount of $25,349,000 (29.34% of the Settlement Fund), plus interest at the same rate as earned by the Settlement Fund, which shall be paid out of the Settlement Fund.

4. Plaintiffs' Lead Counsel is hereby authorized to allocate the attorneys' fees award among Plaintiffs' Counsel in a manner in which, in Plaintiffs' Lead Counsel's judgment, reflects the contributions of such counsel to the prosecution and settlement of the Action.

5. In making this award of attorneys' fees, the Court has considered and found that:

a. The Settlement Agreement created a fund of $86,400,000 in cash that the Settling Defendants have paid into escrow pursuant to the terms of the Settlement Agreement;

[3] Unless otherwise defined herein, all capitalized terms used have the meanings set forth and defined in the Settlement Agreement.

b. Class Members who or which submit valid Proofs of Claim and Release will benefit from the Settlement reached because of the efforts of Plaintiffs' Lead Counsel;

c. Plaintiffs' Lead Counsel have prosecuted the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

d. The Action involves numerous complex factual and legal issues and was actively litigated;

e. Had Plaintiffs' Lead Counsel not achieved the Settlement with Settling Defendants, there would remain a significant risk that Plaintiffs and the Settlement Class may have recovered less or nothing from the Settling Defendants;

f. Public policy considerations support the requested fee, as only a small number of firms have the requisite expertise and resources to successfully prosecute cases such as the Action;

g. Notice was disseminated to members of the Settlement Class stating that Plaintiffs' Lead Counsel would be moving for attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus interest; and

h. The attorneys' fees award is fair, reasonable, appropriate and consistent with the awards in similar cases, and represents a reasonable percentage of the Settlement Fund, in view of the applicable legal principles and the particular facts and circumstances of the Action.

6. Plaintiffs' Lead Counsel is hereby awarded $182,537.78 in payment of Litigation Expenses, plus interest at the same rate as earned by the Settlement Fund, which shall be paid out of the Settlement Fund.

7. The Court hereby awards the following Service Awards to Plaintiffs in recognition of Plaintiffs' contributions related to the Action on behalf of the Settlement Class:

Plaintiff	Amount
Oklahoma Firefighters Pension & Retirement System	$10,000
Electrical Workers Pension Fund Local 103, I.B.E.W.	$10,000
Manhattan and Bronx Surface Transit Operating Authority Pension Plan	$10,000
Metropolitan Transportation Authority Defined Benefit Pension Plan Master Trust	$10,000
Boston Retirement System	$10,000
Southeastern Pennsylvania Transportation Authority Pension Plan	$10,000
United Food and Commercial Workers Union and Participating Food Industry Employers Tri-State Pension Fund	$10,000
Government Employees' Retirement System of the Virgin Islands	$10,000
Total	$80,000

8. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over the Parties and the Class Members for all matters relating to this Action, including the administration, interpretation, effectuation, or enforcement of this Order.

9. In the event that the Settlement is terminated or the Effective Date does not occur in accordance with the terms of the Settlement, this Order shall be null and void, of no further force or effect, and without prejudice to any of the Parties, and may not be introduced as evidence or used in any actions or proceedings by any Person against the Parties.

10. Pursuant to Section 4(D) of the Settlement Agreement, these awards are independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement and are also independent of the Court's consideration of the Distribution Plan.

11. The awards of attorneys' fees and expenses granted herein may be paid to Plaintiffs' Lead Counsel from the Settlement Fund immediately upon entry of this Order, subject to the terms, conditions, and obligations of the Settlement Agreement which terms, conditions, and obligations are incorporated herein.

12. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

Date: _____, 2026.

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HONORABLE J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE