

Attorneys for Creditor Kumaran Vijayakumar  
Edward N. Gewirtz [EG6801]  
BRONSTEIN, GEWIRTZ & GROSSMAN, LLC  
60 East 42<sup>nd</sup> Street, Suite 4600  
New York, NY 10165  
(212) 697-6484

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

MF GLOBAL HOLDINGS LTD., et al.,

Debtors.

Chapter 11

Case No. 11-15059  
(MG) (Jointly Administered)

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**KUMARAN VIJAYAKUMAR RESPONSE TO THE FIFTIETH OMNIBUS  
OBJECTION OF PLAN ADMINISTRATOR SEEKING TO DISALLOW CERTAIN  
NON-DEBTOR EMPLOYEE CLAIMS**

Kumaran Vijayakumar, an employee claimant (the "Claimant"), by his undersigned counsel, submits his response (the "Response") and declaration in support of his Response attached hereto ( the "Vijayakumar Declaration") to the Fiftieth Omnibus Objection of Plan Administrator Seeking To Disallow Certain Non-Debtor Employee Claims<sup>1</sup> (the "Objection") and respectfully submits that the Court should overrule the Objection for the reasons set forth below.

**PRELIMINARY STATEMENT**

The Claimant was employed by MF Global Holdings USA Inc. ("USA Inc.") from on or about January 11, 2010 to on or about November 7, 2011. The Claimant filed his claim (the "Claim") in the case of USA Inc. (Claim #1536, 08/22/12 in the amount of \$1,500,000.00). Attached to the Claim were his employment contract (the "Employment Contract") and

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<sup>1</sup> Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Objection.

guarantee for a bonus (the “Bonus Guarantee,” together with the Employment Contract, the “Employment Agreement”) that he entered into with USA Inc. (The Claim is attached as Exhibit A.) Almost two years after he filed the Claim, the Plan Administrator filed this Objection. The Objection is solely predicated upon the declarations made by Scott A.Rinaldi, the financial advisor (the “Financial Advisor”) to the Plan Administrator (the “Financial Advisor Declaration”) and the MFGI Trustee. The Financial Advisor Declaration relies upon books and records<sup>2</sup> of the above captioned debtors (the “Debtors”) and the claims register of MFGI. Based on the aforementioned, the Financial Advisor concluded that the Claim arises “out of the claimants’ employment by MFGI and, therefore, do not represent liabilities of any of the Debtors.” The Financial Advisor Declaration failed to take into account the most direct and relevant documentation, including the Employment Agreement, that the Claimant was paid by USA Inc. and the failure of his alleged “employer,” MFGI, to send the Claimant a bar date notice. (See Form W-2, Wage and Tax Statement (“W-2”) attached as Exhibit B.) In light of the aforementioned, the Financial Advisor’s conclusion that the Claimant was a non-employee of USA Inc. is baffling.<sup>3</sup> Similarly, unpersuasive is the Statement of the MFGI Trustee which conveniently alleges that the Claimant was employed by MFGI now that he is barred from bringing a claim against MFGI.<sup>4</sup> Thus, the Claimant respectfully submits that the Objection must be denied. It consists of conclusions largely unsupported by the facts that would be necessary to strip the Claimant of benefits he bargained for in the Employment Agreement.

While the Claimant accepted and complied with his responsibilities under the Bankruptcy Code

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<sup>2</sup> Including the employee list (the “10-27-11 Oracle List”) generated from the electronic employee database and the 10-27-11 Oracle List.

<sup>3</sup> The Financial Advisor was aware or should have been aware of the Employment Agreement, as it was attached to the Claim. Furthermore, the Financial Advisor was aware that the Claimant’s salary was paid by USA Inc. At a minimum, this should have given him pause. This raises the question about what other information that would support that the Claimant was an employee was deemed irrelevant by the Financial Advisor.

<sup>4</sup> The MFGI Trustee does not allege that the Trustee scheduled Mr. Vijayakumar in the MFGI case or was provided notice of that case.

and Rules, the Objection does not even provide sufficient evidence to shift the burden of proof of establishing the Claim's legal sufficiency to the Claimant.<sup>5</sup>

The Objection should also be overruled as a matter of law based on (i) the contractual terms of the Employment Agreement that contradict the allegations in the Objection and (ii) promissory estoppel. Nevertheless, if the Court did find that the Objection shifted the burden of proof to the Creditor, a summary disposition should be denied because there are disputed issues of fact and law that cannot be resolved on the papers alone.

### **ARGUMENT**

#### **I. THE OBJECTION SHOULD BE OVERRULED AS A MATTER OF LAW BECAUSE THE CLAIMANT WAS AN EMPLOYEE OF USA INC.**

1. In October of 2009, MF Global Holdings Ltd., one of the Debtors, hired Peter Forlenza as global head of equities. (Vijayakumar Declaration, ¶ 3).

2. Mr. Forlenza was responsible for “managing the company’s equity and equity derivatives businesses across all customers and product lines, including cash, direct market access, equity derivative and exchange-traded funds activities.”<sup>6</sup>

3. Mr. Forlenza had been co-head of equities at Bank of America (“BoA”). During Mr. Forlenza’s tenure at BoA, the Claimant was head of volatility trading and product head for equity derivatives at BoA. (Vijayakumar Declaration, ¶ 4).

4. Mr. Forlenza recruited the Claimant to work for USA Inc. and the Claimant reported to him. (*Id.*, ¶ 5).

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<sup>5</sup> “In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim's legal sufficiency. Once this is done, the burden then shifts back to the claimant to produce additional evidence to prove the validity of the claim by a preponderance of the evidence. *In re Residential Capital, LLC* 2014 WL 1414136, 5 (Bankr. S.D.N.Y. 2014)(citations and brackets omitted).

<sup>6</sup> “MF Global Appoints Peter Forlenza as Global Head of Equities,” Bloomberg.com, October 5, 2009, available at [http://www.bloomberg.com/apps/news?pid=newsarchive&sid=aYALG6\\_Mje9g](http://www.bloomberg.com/apps/news?pid=newsarchive&sid=aYALG6_Mje9g)

5. The Claimant negotiated the terms in the Employment Agreement with USA Inc. as an essential condition for him to join the firm. The Employment Contract explicitly sets forth that its terms are binding on the parties: states “This letter will serve as our offer of employment to you at MF Global Holdings USA Inc. (“MF Global” or the “Company”) as head of US Equities Derivatives, reporting to Head of Global Equities.” Employment Contract, Page 1. The Employment Contract was signed by Thomas Connolly who was an employee of one of the Debtors. (Vijayakumar Declaration, ¶ 6).

6. The Claimant’s unique skills were an important part of USA Inc.’s business strategy. The Claimant was responsible for global risk equity trading and equity derivatives trading. (*Id.*, ¶ 7).

7. The Claimant was hired as an executive to create a full sell-side equity derivatives broker dealer (“US Equity Derivatives Team”) through developing institutional client relationships as well as a trading desk that had the ability to take risk to facilitate that business. The Claimant worked closely with Mr. Forlenza to build out the US Equity Team. (*Id.*, ¶ 8).

8. The Claimant was tasked with building a global trading platform and was responsible for equity risk management and equity derivative trading desks (the “International Desks”) in London, Hong Kong, Taipei and Mumbai. He spent extensive time in those regions developing trading desks. He was involved in all hiring/firing decisions of employees involved in equity risk management in those regions. He had weekly calls and daily emails with those regions. (*Id.*, ¶ 9).

9. Each of the International Desks was regulated by the relevant regulators for that country. They were not regulated by SIPC and, as such, did not report into MFGI. Crucially, these responsibilities demonstrate that the Claimant was employed/controlled by one of the

Debtors and, as such, undercuts any allegations that Claimant was not an employee of the Debtors. (*Id.*, ¶ 10).

10. At the beginning of 2011, USA Inc. was still in the midst of a major hiring process for the US Equity Team. In light of this expansion, the Claimant was approached and agreed to defer a portion of his bonus for fiscal 2011 until fiscal 2012. (*Id.*, ¶ 11).

### **The Employment Agreement**

11. Pursuant to the Employment Contract:

You will also receive the following:

(a) For the fiscal year ending March 31, 2011, your guaranteed cash bonus will be a minimum of \$1,500,000.00... Bonuses are paid in June following the close of the fiscal year not later than June 15, 2012, and you must not have voluntarily resigned or been terminated for “cause” prior to the date that the bonus is to be paid to receive any payment.

.....

Employment Contract, Page 1.

12. Pursuant to the Bonus Guarantee:

We believe that you are a key leader whose contributions to the Company and to the Global Equities business are critical to our success...

As you know you hold a guaranteed bonus commitment in the amount of \$1,500,000.00 for the fiscal year 2011(“the Guarantee”) ... This letter confirms our mutual agreement to amend your Agreement with respect to Guarantee and reduce the minimum guarantee bonus amount to \$750,000.00 for the fiscal year 2011...

In addition for the fiscal year ending March 31, 2012 your guaranteed minimum bonus will be \$1,500,000.00 of which 20% may be paid in deferred instruments...

13. USA Inc. hired Mr. Vijayakumar, reported him as an employee to the IRS, paid his salary and supervised him<sup>7</sup>. (Vijayakumar Declaration, ¶ 12).

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<sup>7</sup> Alternatively, he was supervised by another one of the Debtors.

14. In the words of USA Inc. itself, the Claimant was a “key leader whose contributions to the Company and to the Global Equities business.” (See Bonus Guarantee.) He was an executive who made multiple, high-value contributions to various lines of the Debtors’ business. (*Id.*, ¶ 13).

15. The Objection's allegations that the Claimant was not employed by USA Inc. simply do not make sense when viewed in light of the reliable, contemporaneous, original documentary sources that demonstrate that the Claimant was employed by USA Inc. Moreover, a significant portion of his job responsibilities included equity risk management for the Foreign Desks which were controlled by and reported to the Debtors and did not and could not report back to MFGI. (*Id.*, ¶ 14).

16. Furthermore, at no time throughout his employ was there ever any communication that he was employed by anyone other than USA Inc. In fact, USA Inc. communicated to the government that it employed him. (*Id.*, ¶ 15).

#### **The Claimant Acted Responsibly With Respect to His Claim**

17. The Claimant filed the Claim in the USA Inc. bankruptcy proceedings as that was the entity that he entered into his Employment Agreement with, the entity that employed him and paid his salary. He attached back-up documentation cited herein that demonstrated his employment by USA Inc. In doing so, he complied with the Bankruptcy Code, Rules, and the instructions with which he was provided. (*Id.*, ¶ 16).

18. The Claimant did not sleep on his claim rather he contacted the Garden City Group several times requesting information on its status. Despite his contacts with Garden City Group, the Claimant was never informed that there was any problem with his Claim and,

specifically, was not told that it was alleged to have been filed with the wrong Debtor. (*Id.*, ¶ 17).

19. The Employment Agreement supported by the Vijayakumar Declaration leaves no reasonable doubt that the Claimant was an employee of USA Inc. and is entitled to a claim in the amount of \$1,500,000.00 as asserted. Thus, the Claimant respectfully requests that the Court deny the Objection as the Plan Administrator failed to produce evidence which, if believed, would refute that the Claimant was an employee of USA Inc. after it hired him.

**II. THE OBJECTION SHOULD BE OVERRULED AS A MATTER OF LAW BASED ON PROMISSORY ESTOPPEL**

20. Furthermore, the Debtors are estopped from denying that they are liable to the Claimant under the Employment Agreement. As a result of their promise to him in the Employment Agreement and his detrimental reliance upon that promise, the Debtors are obligated to the Claimant under the Employment Agreement.

21. “To state a claim for promissory estoppel under New York law, a party must establish a clear and unambiguous promise; a reasonable and foreseeable reliance by the party to whom the promise is made; and an injury sustained by the party asserting the estoppel by reason of his reliance.” *Totalplan Corp. of Am. v. Colborne*, 14 F.3d 824, 833 (2d Cir.1994); *See also, Williams v. Eason*, 49 A.D.3d 866, 868, 854 N.Y.S.2d 477, 479-480 (2d Dep’t. 2008).

22. The facts here necessary to establish promissory estoppel are not in dispute: (i) pursuant to the provisions set forth in the Employment Contract,<sup>8</sup> USA Inc. promised to pay the Claimant; (ii) it was foreseeable to USA Inc. that the Claimant would rely on the Employment Contract – USA Inc. contemplated that the Employment Agreement would induce him to leave

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<sup>8</sup> With respect to the Bonus Guarantee, (i) USA Inc. unequivocally promised to pay the Claimant the Bonus Guarantee; (ii) the Debtors contemplated and succeeded in inducing him to forgo a significant portion of his guaranteed bonus (iii) the Bonus Guarantee induced him to defer a significant portion of his guaranteed bonus for Fiscal Year 2011; and (iv) he would be prejudiced by the loss of a significant portion of his bonus.

his position at BoA and, as a result, join USA Inc.; (iii) the Claimant worked for USA Inc. for nearly two years on reliance on those promises and representations contained in the Employment Agreement; and (iv) the Claimant would be severely prejudiced by the unenforceability of the Employment Contract as he left his position at BoA. (Vijayakumar Declaration, ¶¶19 -20).

23. Even if the Plan Administrator provided evidence to support his Objection, promissory estoppel based on the Claimant's reliance would form a valid and sufficient basis for his Claim.

**III. THE OBJECTION SHOULD BE OVERRULED AS A MATTER OF LAW BASED ON THE JOINT LIABILITY OF USA INC.**

24. Even if the Court were to find that USA Inc. was not his employer, which it was. USA Inc. is still jointly and severally liable as the Claimant was hired and controlled by USA Inc. The Second Circuit has applied the economic realities test to determine joint and several liability. The "economic realities" test considers four factors including whether the entity (1) had the power to hire and fire employees; (2) supervise and control employee work schedules or conditions of employment; (3) determine the rate and method of payment; and (4) maintained employment records." *Herman v. RSR Sec. Serv. Ltd.*, 172 F.3d 132. 139 (2d Cir. 1999). The Second Circuit noted that no one particular factor is determinative but rather the court should look to the "totality of the circumstances." *Id.*

**IV. IN THE ALTERNATIVE, THE OBJECTION SHOULD BE OVERRULED BECAUSE THERE ARE DISPUTED ISSUES OF FACT AND LAW.**

25. At a minimum, the Employment Agreement and the W-2's are powerful evidence of his employment that raises a "disputed issues of fact .. that cannot be resolved on the papers alone." *In re Residential Capital, LLC* 2014 WL 340027\*1(Bankr. S.D.N.Y 2014). If the Plan

Administrator had provided a more substantial evidentiary basis to support their objection, which is unlikely, it would lead to the conclusion that the facts are in dispute.

26. **WHEREFORE**, based upon the foregoing, the Claimant respectfully requests entry of an Order (i) overruling the Objection as it applies to his Claim and (ii) granting such other and further relief as this Court deems just and proper.

Dated: New York, New York  
June 9, 2014

Attorneys for Claimant  
BRONSTEIN, GEWIRTZ & GROSSMAN, LLC  
By:     /s/ Edward N. Gewirtz  
Edward N. Gewirtz [EG6801]  
60 East 42<sup>nd</sup> Street, Suite 4600  
New York, New York 10165  
Tel. No.: (212) 697-6484  
Fax. No.: (212) 697-7296

Attorneys for Creditor Kumaran Vijayakumar  
Edward N. Gewirtz [EG6801]  
BRONSTEIN, GEWIRTZ & GROSSMAN, LLC  
60 East 42<sup>nd</sup> Street, Suite 4600  
New York, NY 10165  
(212) 697-6484

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

MF GLOBAL HOLDINGS LTD., et al.,

Debtors.

Chapter 11

Case No. 11-15059  
(MG) (Jointly Administered)

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**DECLARATION OF MR. KUMARAN VIJAYAKUMAR IN SUPPORT OF HIS  
RESPONSE TO THE FIFTIETH OMNIBUS OBJECTION OF PLAN  
ADMINISTRATOR SEEKING TO DISALLOW CERTAIN NON-DEBTOR  
EMPLOYEE CLAIMS**

Kumaran Vijayakumar, pursuant to 28 U.S.C. § 1746, declares and respectfully says:

I am the above referenced employee claimant (the “Claimant”), and I am familiar with my financial affairs. I submit this declaration in support of the Reply.<sup>1</sup>

1. I was employed by MF Global Holdings USA Inc. (“USA Inc.”) from on or about January 11, 2010 to on or about November 7, 2011.

2. I filed my claim (the “Claim”) in the case of USA Inc. (Claim #1536, 08/22/12 in the amount of \$1,500,000.00). Attached to the Claim were my employment contract (the “Employment Contract”) and guarantee for a bonus (the “Bonus Guarantee,”

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<sup>1</sup> Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Objection or the Reply.

together with the Employment Contract, the “Employment Agreement”) that I entered into with USA Inc.

3. In October of 2009, MF Global Holdings Ltd., one of the Debtors, hired Peter Forlenza as global head of equities.

4. Mr. Forlenza had been co-head of equities at Bank of America (“BoA”). During Mr. Forlenza’s tenure at BoA, I was the head of volatility trading and product head for equity derivatives at BoA.

5. Mr. Forlenza recruited me to work for USA Inc. and I reported to him.

6. I negotiated the terms in the Employment Agreement with USA Inc. as an essential condition for me to join the firm. The Employment Contract was signed by Thomas Connolly who was an employee of one of the Debtors.

7. My unique skills were an important part of USA Inc.'s business strategy. I was responsible for global risk equity trading and equity derivatives trading.

8. I was hired as an executive to create a full sell-side equity derivatives broker dealer (“US Equity Derivatives Team”) through developing institutional client relationships as well as a trading desk that had the ability to take risk to facilitate that business. I worked closely with Mr. Forlenza to build out the US Equity Team.

9. I was tasked with building global trading platform and was responsible for equity risk management and equity derivative trading desks (the “International Desks”) in London, Hong Kong, Taipei and Mumbai. I spent extensive time in those regions developing trading desks. I was involved in all hiring/firing decisions of employees involved in equity risk management in those regions. I had weekly calls and daily emails with those regions.

10. Each of the International Desks was regulated by the relevant regulators for that country. They were not regulated by SIPC and, as such, did not report into MFGL. Crucially, these responsibilities demonstrate that I was employed/controlled by one of the Debtors and, as such, undercut any allegations that I was not an employee of the Debtors.

11. At the beginning of 2011, USA Inc. was still in the midst of a major hiring process for the US Equity Team. In light of this expansion, I was approached and agreed to defer a portion of my bonus for fiscal 2011 until fiscal 2012.

12. USA Inc. hired me, reported me as an employee to the IRS, and paid my salary and supervised me<sup>2</sup>.

13. I was an executive who made multiple, high-value contributions to various lines of the Debtors' business.

14. The Objection's allegations that I was not employed by USA Inc. simply do not make sense when viewed in light of the reliable, contemporaneous, original documentary sources that demonstrate that I was employed by USA Inc. Moreover, a significant portion of my job responsibilities included equity risk management for the Foreign Desks which were controlled by and reported to the Debtors and did not and could not report back to MFGL.

15. Furthermore, at no time throughout my employ was there ever any communication that I was employed by anyone other than USA Inc. In fact, USA Inc. communicated to the government that it employed me.

16. I filed the Claim in the USA Inc. bankruptcy proceedings as that was the entity that I entered into my Employment Agreement with, the entity that employed me and

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<sup>2</sup> Alternatively, I was supervised by another one of the Debtors.

paid my salary. I attached back-up documentation that demonstrated my employment by USA Inc.

17. I did not sleep on my claim rather I contacted the Garden City Group several times requesting information on its status. Despite my contacts with Garden City Group, I was never informed that there was any problem with my Claim and, specifically, was not told that it was alleged to have been filed with the wrong debtor.

18. The Employment Agreement supported by this declaration leaves no reasonable doubt that I was an employee of USA Inc. and am entitled to a claim in the amount of \$1,500,000.00 as asserted.

19. I worked for USA Inc. for nearly two years on reliance on those promises and representations contained in the Employment Agreement and I would be severely prejudiced by the unenforceability of the Employment Contract as I left my position at BoA.

20. The Bonus Guarantee induced me to defer a significant portion of my guaranteed bonus for Fiscal Year 2011 and I would be prejudiced by the loss of a significant portion of my bonus.

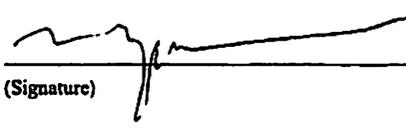
Dated: New York, New York  
June 9, 2014

/s/ Kumaran Vijayakumar  
Kumaran Vijayakumar

# Exhibit A



7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)  
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  
If the documents are not available, please explain: \_\_\_\_\_

8. Signature: (See instruction #8)  
Check the appropriate box.  
 I am the creditor     I am the creditor's authorized agent.     I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)     I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(Attach copy of power of attorney, if any.)  
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.  
Print Name: Kumaraw Vijalakumar  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address and telephone number (if different from notice address above):  
147 West 22nd St #4  
New York NY 10011  
Telephone number: 917-435-9800 Email: kumarawij@gmail.com  
      8/19/12  
(Signature)      (Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. Modified B10 (GCG) (2/12)

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Chapter 11 Trustee and his court-appointed claims agent, GCG, Inc. ("GCG"), are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: MF GLOBAL HOLDINGS LTD., ET AL., C/O GCG, INC., P.O. BOX 9846, DUBLIN, OHIO 43017-5746. IF BY HAND OR OVERNIGHT COURIER: MF GLOBAL HOLDINGS LTD., ET AL., C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OHIO 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS AUGUST 22, 2012 AT 5:00 PM (PREVAILING EASTERN TIME)  
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS AUGUST 29, 2012 AT 5:00 PM (PREVAILING EASTERN TIME)

**Items to be completed in Proof of Claim form**

<p><b>Court, Name of Debtor, and Case Number:</b> The chapter 11 cases of MF Global Holdings Ltd. and MF Global Finance USA Inc. were commenced in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on October 31, 2011.</p> <p>The chapter 11 cases of MF Global Capital LLC, MF Global Market Services LLC and MF Global FX Clear LLC were commenced in the Bankruptcy Court on December 19, 2011.</p> <p>The chapter 11 case of MF Global Holdings USA Inc. was commenced in the Bankruptcy Court on March 2, 2012.</p> <p>You should select the Debtor against which you are asserting your claim.</p> <p><b>A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.</b></p> <p><b>Creditor's Name and Address:</b> Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p><b>1. Amount of Claim as of Date Case Filed:</b> State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.</p> <p><b>2. Basis for Claim:</b> State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.</p>	<p><b>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:</b> State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.</p> <p><b>3a. Debtor May Have Scheduled Account As:</b> Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.</p> <p><b>3b. Uniform Claim Identifier:</b> If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.</p> <p><b>4. Secured Claim:</b> Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.</p> <p><b>5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):</b> If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p><b>6. Credits:</b> An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.</p> <p><b>7. Documents:</b> Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.</p>
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**REVISED**

January 11, 2010

Mr. Kumaran Vijayakumar  
147 West 22<sup>nd</sup> Street, Apt. 4  
New York, New York 10011

Dear Mr. Vijayakumar:

This letter will serve as our offer of employment to you at MF Global Holdings USA Inc. ("MF Global" or the "Company") as the Head of US Equity Derivatives, reporting to Head of Global Equities. Your first day of employment shall be January 11, 2010, or the first business day following the lapse of any restrictive covenants or limitations that you are contractually obliged to your current employer to adhere to. You shall be employed in New York, New York and will receive a semi-monthly salary of \$12,500.00 (\$300,000 annually).

You will receive sign-on bonuses as follows:

- (a) \$1,000,000 cash to be within thirty (30) days of the commencement of your employment. If you leave the Company voluntarily within the first twenty-four (24) months of employment, you will be required to return a *pro rata* portion of this sign-on bonus based on months of service completed
- (b) Additionally, you will receive a grant of \$500,000 under our Long Term Incentive Plan. The grant will be subject to the terms and conditions of our Plan. An award agreement describing the details of the Plan will be provided to you at the time of the grant. The Compensation Committee administers our Long-Term Incentive Plan and ultimately reviews and approves the compensation recommendations made by management. If for any reason the Compensation Committee does not approve this grant, the \$500,000 committed to you here will be paid in cash no later than March 1, 2010.

You will also receive the following:

- (a) For the fiscal year-ending March 31, 2011, your guaranteed cash bonus will be a minimum \$1,500,000. Beginning on your first day of employment, you will participate in the US Equity Derivatives Incentive Plan (Plan EQ-001H.), which is incorporated here as Attachment 1. This will operate in tandem with the US Equity Derivatives Incentive Plan (Plan EQ-001) for your team, which is incorporated here as Attachment 2. Your bonus will be the *greater* of the outcome of that Plan for fiscal 2011 or your guarantee. Bonuses are paid in June following the close of the fiscal year (not later than June 15, 2012, and you must not have voluntarily resigned or been terminated for "Cause" prior to the date the bonus is to be paid to receive any payment.
- (b) Additionally, as part of the annual grant currently scheduled for June 2011, your guaranteed minimum Long Term Incentive will be \$500,000. The grant will be subject to the terms and conditions of our Long-Term Incentive Plan. An award agreement describing the details of the plan will be provided to you at the time of the grant. The Compensation Committee administers our Long-Term Incentive Plan and ultimately reviews and approves the compensation recommendations made by management. If for any reason the Compensation Committee does not approve this grant, the \$500,000 committed to you here will be paid in cash no later than June 15, 2011.

Notwithstanding the foregoing, for the fiscal year ending March 31, 2010, you shall also be eligible for incentive compensation in accordance with the Equity Derivatives Incentive Program applicable to you.

Kumaran Vijayakumar  
Page 2 of 4

January 11, 2010

In the event MF Global terminates your employment without "Cause" or you terminate your employment for "Good Reason," your cash sign-on bonus to the extent not already paid and your minimum guaranteed cash bonus for fiscal year ending March 31, 2011 shall be paid to you within 30 days, you will retain your allocated interests in the US Equity Derivatives Incentive Plans, and your guaranteed minimum Long Term Incentive Grants shall be treated in accordance with the terms and conditions of the applicable award agreement. "Cause" shall be defined as: (i) conviction, or plea of *nolo contendere* (or a similar plea), in a criminal proceeding; (ii) gross misconduct or gross negligence; (iii) dishonesty in the course of your employment which has a significant adverse effect on the Company; (iv) violation of any law, rule, regulation of any governmental authority, securities exchange or association or any other regulatory or self-regulatory body or agency applicable to the Grantee or the Company (or any Subsidiary or Affiliate), or any material violation of the Company's (or any Subsidiary's or Affiliate's) policies or procedures; (v) willful or repeated failure or refusal to perform your duties; if you engage in an activity that MF Global considers to be Cause that is capable of cure by you, MF Global shall provide you within thirty days of its discovery of such conduct written notice and a reasonable opportunity to cure. "Good Reason" shall be defined as: (i) any change in the primary location of your place of employment outside a forty mile radius of the New York, New York; (ii) a significant diminution of your role and/or responsibilities; (iii) a material breach by MF Global of this Agreement; provided that if MF Global engages in an activity that you considers to constitute Good Reason that is capable of cure by MF Global, you shall provide MF Global within thirty days of your discovery of such conduct written notice and a reasonable opportunity to cure. In the event of your termination without "Cause" or for "Good Reason" you shall have no duty to mitigate and any compensation you may thereafter earn shall not act as an offset against MF Global's obligations to you hereunder.

As an employee of MF Global, you will enjoy the benefits of an excellent employee program, which includes medical/dental/vision/life/disability insurance and a 401(k) plan. You will be eligible to participate (i) in the health and disability insurance plans effective the first day of the month following thirty (30) days of employment (*i.e.*, March 1, 2010) and (ii) in the 401(k) plan effective the first pay period of the month following your commencement of employment (*i.e.*, February 15, 2010). You will also be entitled to participate in all fringe benefit plans that MF Global may in its sole discretion make available generally to its employees. You will be entitled to accrue vacation and other leave in accordance with MF Global's policies.

In order to comply with the Immigration Report and Control Act of 1986, all employers are required to verify the work authorization status of each person hired. Employment with MF Global is contingent upon your eligibility to work in the United States. We would appreciate it, therefore, if you would bring the following documents with you on your first day of employment:

1. A U.S. passport; OR
2. A driver's license AND either a social security card or a birth certificate; OR
3. Other identification not listed above which meets the requirements of verifying work eligibility for I-9 documentation.

As a new staff member, the Compliance Department of MF Global will contact you to obtain your fingerprints and will submit them for review to the Department of Justice and/or a self-regulatory organization. You should be aware that your continued employment with MF Global is contingent upon the results of any fingerprint review. You should also be aware that the results of a fingerprint review may require you to provide additional documentation in order to remain in our employ.

Employment with MF Global is at the will of either party. It is entered into by our mutual consent and can be terminated at any time and for any reason at the discretion of either you or MF Global. MF Global expressly disavows any statements (oral or written) by any party, which would appear to contravene this "at will" relationship. As a prospective or current employee, you may not reasonably rely on any representation that contradicts the "at will" nature of your employment unless such representation is set forth in a written agreement signed by the Head of Human Resources.

While an employee of MF Global, you will be subject to and agree to comply fully with the provisions of applicable law and regulations governing the financial services industry, our zero tolerance sexual harassment policy, and all other written MF Global policies, procedures, rules and regulations, including but

Kumaran Vijayakumar  
Page 3 of 4

January 11, 2010

not limited to, all terms, conditions and procedures set forth in MF Global's Employee Handbook and MF Global's Compliance Manuals, as they now exist or as they may be amended from time to time.

You agree that for a period of ninety (90) days following the termination of your employment by MF Global for any reason, you shall not directly or indirectly recruit, solicit or hire any employee of the MF Global or any of its affiliated companies (collectively, the "MF Global Companies") or otherwise induce any such employee to leave the employment of any of the MF Global Companies or to become an employee of or associated with you or any company or business with which you may become associated.

You also agree that the terms of this letter are confidential and that neither you nor your agents will disclose any information concerning them to any third party at any time, except that you may disclose such terms to your attorneys, tax and financial advisors and your spouse or partner, and to prospective employers with respect to the proceeding paragraph, as long as such individuals are informed of and agree to be bound by the terms of this confidentiality provision. This paragraph shall not be interpreted to prohibit the disclosure of this letter or the terms thereof, if any party is compelled to do so under subpoena or other judicial or regulatory process. In addition, as an employee of MF Global, you will have access to information that is not available to the general public regarding MF Global, the MF Global Companies, their businesses (including but not limited to customer identities, financial information, sales, operations, marketing, trading, execution and clearing strategies, and operational costs) and the businesses of their customers, clients and suppliers. All such information is "Confidential Information" and must be kept confidential at all times during the term of your employment and thereafter. Upon the termination of your employment with MF Global for any reason, you shall immediately return to MF Global all Confidential Information and all property (in whatever form), documents and other materials belonging to the MF Global Companies that you received during your employment.

You hereby assign to MF Global all of your right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not able to be patented or registered under copyright or similar laws, which you may solely or jointly develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during your employment (collectively, the "Inventions"). You further acknowledge that all Inventions made by you (solely or jointly with others) are "works made for hire" (to the greatest extent permitted by applicable laws) and are compensated by your remuneration, unless otherwise regulated by applicable laws

This offer of employment is made to you based on your representation and warranty to MF Global that: (i) you are not a party to any non-competition or non-solicitation agreement as it relates to customers or employees, or employment agreement containing non-compete and/or non-solicitation of customer or employee provisions with any current or former employer; (ii) you are not subject to any other obligation which would in any way restrict the performance of your duties at MF Global; and (iii) to the best of your knowledge, information and belief, you are not aware of any action taken by you (or any failure to act) that could form the basis for a breach of fiduciary duty or related claim by any current or former employer against you.

In addition, this offer and your employment with MF Global are conditioned upon your agreement not to disclose directly or indirectly to your current employer the details of the compensation contained in this offer and the completion to the satisfaction of MF Global, in its sole discretion of pre-and post employment, background, reference, regulatory, credit, criminal and/or other personal check performed on you. The background check requirements set forth above, as of the date of this letter, have been completed to MF Global's satisfaction.

This offer letter will be governed by and construed in accordance with the laws of the State of New York without reference to its conflict of laws principles.

This offer letter contains the entire understanding of the parties and supersedes any and all other prior understandings, representations and promises (whether written or oral) between the parties. This offer letter may not be modified or altered except in writing duly signed by you and an authorized representative of MF Global and which writing expressly refers to this offer letter.

Kumaran Vijayakumar  
Page 4 of 4

January 11, 2010

Please indicate your agreement and acceptance by signing below and returning a copy of this letter to me. Your signature will indicate your understanding of, and agreement to, the terms and conditions on which this offer is based.

We are proud of the accomplishments of MF Global and look forward to the valuable contributions you will make to our firm.

Very truly yours,



Thomas F. Connolly  
Head of Human Resources

**Agreed and Accepted:**

\_\_\_\_\_  
Kumaran Vijayakumar

\_\_\_\_\_  
Date

## **MF Global Incentive Program US Equity Derivatives (EQ-001H)**

### **1. Program Overview and Objectives.**

This incentive program has been developed to provide US Equity Derivatives with competitive compensation opportunities. The principle objectives of the Program are to closely align the financial interests of the Head of US Equity Derivatives with the Company's, to thereby motivate and reward superior performance, and to attract and retain employees of superior ability by providing vehicles through which Participants can share in the Company's success. This plan operates in tandem with the US Equity Derivatives Plan (EQ-001), which applies to members of that business unit.

### **2. Eligibility.**

Participation in this plan will be limited to regular employees of MF Global, who are assigned to the US Equity Derivatives Sales & Trading Team, and who are designated as Participants by the Company. Participation in this plan replaces any other contract or plan document which may have been in place prior to the effective date of participation. Participants will receive a Draw, which will be reviewed periodically for competitiveness and consistency with overall responsibilities. Participants will receive employee benefits consistent with those of other MF Global employees of similar level and geographic region. Participants will be eligible for incentive awards payable under the terms and conditions set forth in this document. Additionally, Participants may be eligible to receive Long-term Incentive Awards through participation in the MF Global Long-Term Incentive Plan. Participants in this Program will *not* be eligible to participate in any other incentive program, whether long- or short-term, at MF Global or any of its affiliates while an active participant in this plan.

### **3. Performance and Operating Period**

This plan operates with an annual Performance Period that aligns with the Company's fiscal year (April 1 through March 31). The Operating Period of this plan will be January 1, 2010 to March 31, 2012. Accordingly, the first Performance Period will be limited to one calendar quarter (from January 1, 2010 to March, 2010). It is the Company's intention for the program to continue to operate indefinitely, as long as it is consistent with the competitive practice and the financial interests of the Company. Therefore, the Company reserves the right to amend or terminate the plan, and to make such modifications to the plan as it deems necessary, at any time, although no changes will be made retroactively. In any event, under Company policy the plan must be reviewed and re-authorized at the end of the Operating Period.

### **4. Incentive**

#### **4.1 Calculation**

Incentive funding will be on the basis of a profit participation pool equal to 10% of the US Equity Derivatives team's net contribution. Net contribution would be calculated as follows:

##### **4.11 Income (+)**

- +Net Revenues: Gross commissions net of third party costs including brokerage costs, clearing and exchange fees and related (ECN, exchange fees, connectivity), bad debts and errors.
- +Net Interest income on client credit and debit balances, stock loan credits net of interest expense in a manner consistent with Company policy
- +Exchange Rebates or Payment for Order Flow

- +Cross Selling Sales Credits and Debits for introductions from or to other divisions or introducing brokers
- = Net Revenues

#### 4.12 Expenses (-)

- - Direct Expenses:
  - 50% of Travel and Entertainment (T&E) and Promotional Expenses will be borne by the US Equity Derivatives Team (including the unit-head)
  - Cost of capital/carry will be credited/debited in accordance with Company policy.
- - Indirect Expenses, allocated in accordance with Company policy.

#### 4.13 Pool Funding

- Net Revenues less Expenses = Net Contribution
- Net Contribution X 10% Incentive Funding Rate = Aggregate Incentive Pool
- Aggregate Incentive Pool less staff costs (salaries/draws, benefits, recruiting, severance costs, incentive advances and related) previously paid = Net Compensation Pool Payable

#### 4.2 Deficits

In the event that the Net Compensation Pool for any Performance Period is not greater than \$0.00, the amount of the Deficit will be carried forward and applied to the calculation for the following Performance Period.

#### 4.3 Discretion

All payments made under this plan are discretionary. Participants' performance will be assessed against the performance criteria described here, and incentive decisions will be made on the basis of this performance. The entire Aggregate Incentive Pool generated by the US Equity Derivatives team's performance will generally be made available for payment to the participants. However, MF Global may make discretionary adjustments where regulatory, compliance, or policy issues indicate that a participant was not acting in the best interests of the company, its shareholders, customers, or other employees.

#### 4.4 Adjustments

All payments are based on information known at the time of payment. Awards will be calculated of information provided at the end of each Performance Period. If information pertaining to an award, either positive or negative, is presented by the Company or the effected Participant within 12 months following the end of the Performance Period, an adjustment may be made. Errors or omissions by either the Company or Participants that are not raised within 12 months following the end of the Performance Period will not be considered for incentive pool funding purposes.

### 5. Administration

#### 5.1 Payout Schedule

Base salaries (Draw) will be paid in a manner consistent with other MF Global employees in that region. Final incentive awards will be made within 30 days of the end of the Performance Period. All incentive payments made prior to the end of the Performance Period are considered advances against final incentive awards. All incentive awards may be made in

cash or in vehicles authorized under the Long-Term Incentive Plan (LTIP). The LTIP portion of any incentive award will not exceed 20% of the total award.

### **5.2 Performance Measurement and Payment Calculations**

A Designated Administrator will be responsible for compiling and verifying the appropriate performance information necessary to make payout decisions. The Designated Administrator may not be a Participant in the program. The Designated Administrator will be responsible for confirming that funding and payments are consistent with the terms of the Plan and confirming the proper exercise of discretion as described in Section 4. All individual incentive awards will be made on the basis of recommendations by the Head of the US Equity Derivatives team, and authorized by the Global Head of Equities.

### **5.3 Employee Benefits**

Participants are eligible to participate in employee benefit programs of MF Global in a manner consistent with other employees of MF Global in that region.

### **5.4 Performance Evaluation**

Participants will receive detailed performance reviews at least annually in accordance with MF Global practices. These reviews will have direct impact on base salary/draw decisions, other compensation components, and on advancement opportunities and continued employment.

### **5.5 Termination/ Transfer**

Being an active, regular employee of US Equity Derivatives Sales & Trading is a pre-requisite for participation in the program. In the event of such a transfer, the Participant's total compensation will immediately conform to the offered compensation at the receiving organizational entity.

New hires or individuals transferring in during the Performance Period will have goals established by management to reflect the remaining portion of the year.

Participants who terminate employment for any reason other than Death or Disability prior to when a payment would otherwise be made will forfeit any payments that have not been made, to the extent legally permissible, unless otherwise determined by management discretion.

### **5.6 Death and Disability during a Performance Period**

Rights and interests of the Participants shall be non-transferable other than by will or by the laws of descent and distribution. In the event of a Participant's death or certified disability during a Performance Period, the Participant (or the Participant's estate) will retain his/her allocated interest.

### **5.7 Cross-participation**

Participants are eligible to receive compensation for services at the Company only in accordance with the terms and conditions of this program. If a Participant transfers to a different position within MF Global or to one of its subsidiaries or affiliates, the Participant may no longer participate in this plan. The Participant may not participate simultaneously in this compensation program and any other short-term or annual bonus program at MF Global or any of its affiliates. The only exception will be business referral or incidental recognition programs in place at MF Global or any of its affiliates. Definition of a program as "business referral" or "incidental" is at the sole discretion of Management.

MF Global Companies or to become an employee of or associated with you or any company or business with which you any become associated.

**6.3 Non-Solicit**

For a period of ninety (90) days, solicit the business or patronage of any existing customer, client or account of any of the MF Global Companies (excluding any such relationship that you had prior to becoming employed by MF Global), for the purpose of replacing existing business that they may have with any of the MF Global Companies.

**Agreed and Accepted:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This document contains confidential and proprietary information. It is distributed for your personal use in your service with MF Global. You: (1) may not disclose, copy or distribute this information, in whole or in part, to persons other than MF Global employees and/or assignees who are authorized by the nature of their duties to receive such information; and (2) must return to MF Global any proprietary information upon request, or upon your departure from MF Global.

### **5.8 Modifications/Changes**

This plan contains the entire understanding of all parties, and supersedes any and all prior understandings, representations, and promises (whether written or oral) between the participants and the company, except as expressly covered in this plan. This plan may not be modified or altered except in writing duly signed by the participants and the company. In the event that there is a modification or change to the provisions of the plan, such changes will not be done retroactively.

The Program will continue to operate only as long as it is deemed to be consistent with and supportive of the Company's business objectives.

### **5.9 No segregation of plan assets**

The Company is not required to establish any special or separate fund, or to make any other segregation of assets to assure payments due under the terms of the program.

### **5.10 No right to continued employment**

Participation in the Program in no way constitutes an employment contract conferring either a right or requirement of continued employment. While the Company hopes that its employment relationship with employees will be mutually enjoyable and lasting, employees may terminate their employment at any time, with or without cause or notice, and the Company may do the same.

### **5.11 Confidentiality**

The terms and conditions of the Program are considered Confidential Information and governed by the Employee Confidentiality and Work Product Agreement that you signed upon commencement of employment with MF Global.

### **5.12 Jurisdiction**

The incentive plan and all rights under it shall be construed in accordance with and governed by the laws applicable in the state of New York, or in which the participant is assigned.

### **5.13 Withholding**

The Company shall have the right to make such provisions as it deems appropriate in its sole discretion to satisfy any obligation to withhold federal, state or local income, FICA, Medicare or other taxes incurred by reason of the operation of the plan, including but not limited to at any time withholding such taxes from wages or other amounts due to the Participant, whether or not such amounts are due to the Participant under this plan.

## **6. Termination**

Following the termination of your employment by MF Global for cause or by you without good reason, you shall not directly or indirectly participate in any of the following activities:

### **6.1 Non-Compete**

For a period of sixty (60) days, engage as an owner, partner, shareholder, officer, director, employee, consultant, advisor, agent, or representative, in any business that is substantially similar to that in which you are engaged during your employment with MF Global and which competes with MF Global or any of its affiliates.

### **6.2 Non-Poach**

For a period of ninety (90) days, recruit, solicit, or hire any employee of the MF Global Companies or otherwise induce any such employee to leave the employment of any of the



**TO:** Kumaran Vijayakumar  
**FROM:** Amy DeAngelo; SVP, Human Resources  
**Date:** January 4, 2011  
**RE:** Revision of 2011 Guarantee

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We believe that you are a key leader whose contributions to the Company and to the Global Equities business are critical to our success. Your continued leadership as MF Global goes through a period of significant transition is recognized and valued.

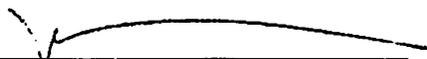
By this letter, we are documenting the agreement you have made with the company to amend the terms of your guaranteed bonus commitment for fiscal year 2011.

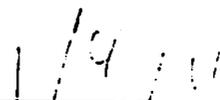
As you know, you hold a guaranteed bonus commitment in the amount of \$1,500,000 for fiscal year 2011 ("the Guarantee") provided you remain employed through the payment date of that award as set forth in your employment agreement, dated January 11, 2010 ("your Agreement"). This letter confirms our mutual agreement to amend your Agreement with respect to the Guarantee and reduce the minimum guarantee bonus amount to \$750,000 for fiscal year 2011.

In addition, for fiscal year ending March 31, 2012, your guaranteed minimum bonus will be \$1,500,000 of which up to 20% may be paid in deferred instruments. There will be no change to your bonus target for fiscal year 2011 or fiscal year 2012, or to any other terms of your Agreement.

Your continued leadership and alignment of interests to those of our shareholders is appreciated.

Agreed and Accepted:

  
\_\_\_\_\_  
Kumaran Vijayakumar

  
\_\_\_\_\_  
Date

## Exhibit B



# W-2 AND WAGE SUMMARY

© CERIDIAN

Visit [www.irs.gov/efile](http://www.irs.gov/efile) for e-file details.

FOLD AND TEAR ALONG PERFORATION

Form W-2 Wage and Tax Statement 2010

Copy 2 To be filed with Employer's Federal Tax Return

Dept. of the Treasury - Internal Revenue Service

122213704  
OMB NO. 1545-0008

13-1962847  
EMPLOYER IDENTIFICATION NUMBER

MF GLOBAL HOLDINGS USA INC  
717 FIFTH AVENUE  
9TH FLOOR  
NEW YORK NY 10022

EMPLOYEE'S FIRST NAME AND INITIAL  
LAST NAME  
VIJAYAKUMAR

11 OTHER  
NY DI

31.20

12 a+b  
C 0.75  
D 100.00

13  
14  
15 STATE EMPLOYER'S STATE ID NO. NY 131962847

Form W-2 Wage and Tax Statement 2010

Copy 2 To be filed with Employer's STATE CITY OR LOCAL TAX RETURN

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MF GLOBAL HOLDINGS USA INC  
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LAST NAME  
VIJAYAKUMAR

11 OTHER  
NY DI

31.20

12 a+b  
C 87.25  
D 50

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15 STATE EMPLOYER'S STATE ID NO. NY 131962847

Form W-2 Wage and Tax Statement 2010

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11 OTHER  
NY DI

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12 a+b  
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D 100

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15 STATE EMPLOYER'S STATE ID NO. NY 131962847

Dept. of the Treasury - Internal Revenue Service

To be filed with Employee's STATE, CITY or LOCAL tax return

1 CONTROL NUMBER 1122213704		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		5 MEDICARE TAX WITHHELD [REDACTED]		6 MEDICARE TAX WITHHELD [REDACTED]		7 SOCIAL SECURITY TIPS [REDACTED]		8 ALLOCATED TIPS [REDACTED]		9 DEPENDENT CARE BENEFITS [REDACTED]		10 DEPENDENT CARE BENEFITS [REDACTED]		11 NONQUALIFIED PLANS [REDACTED]		12 a-d C D		13 Statutory Employee Plan Retirement Plan Third-Party Sick Pay X		20 LOCALITY NAME NEW YORK, NY 10011		19 LOCAL INCOME TAX 27.30		18 LOCAL WAGES, TIPS, ETC. NY DI		17 STATE INCOME TAX [REDACTED]		16 STATE WAGES, TIPS, ETC. [REDACTED]		15 STATE EMPLOYER'S STATE ID NO. 131962847		14 STATE EMPLOYER'S ADDRESS AND ZIP CODE KUMARAN VIJAYAKUMAR 147 W. 22ND ST APT 4 NEW YORK, NY 10011		13 STATE EMPLOYER'S STATE ID NO. NY		12 STATE EMPLOYER'S ADDRESS AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		11 EMPLOYER'S FIRST NAME AND INITIAL LAST NAME KUMARAN VIJAYAKUMAR		10 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		9 EMPLOYER'S SOCIAL SECURITY NUMBER [REDACTED]		8 EMPLOYER IDENTIFICATION NUMBER 13-1962847		7 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE [REDACTED]		6 MEDICARE WAGES AND TIPS [REDACTED]		5 SOCIAL SECURITY WAGES [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		1 WAGES, TIPS, OTHER COMPENSATION [REDACTED]		OMB NO. 1545-0008		This information is being furnished to the Internal Revenue Service		1122213704	
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2011

FORM W-2 Wage and Tax Statement

Copy 2 To be filed with Employee's STATE, CITY or LOCAL tax return

Dept. of the Treasury - Internal Revenue Service

1 CONTROL NUMBER 1122213704		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		5 MEDICARE TAX WITHHELD [REDACTED]		6 MEDICARE TAX WITHHELD [REDACTED]		7 SOCIAL SECURITY TIPS [REDACTED]		8 ALLOCATED TIPS [REDACTED]		9 DEPENDENT CARE BENEFITS [REDACTED]		10 DEPENDENT CARE BENEFITS [REDACTED]		11 NONQUALIFIED PLANS [REDACTED]		12 a-d C D		13 Statutory Employee Plan Retirement Plan Third-Party Sick Pay X		20 LOCALITY NAME NEW YORK, NY 10011		19 LOCAL INCOME TAX 27.30		18 LOCAL WAGES, TIPS, ETC. NY DI		17 STATE INCOME TAX [REDACTED]		16 STATE WAGES, TIPS, ETC. [REDACTED]		15 STATE EMPLOYER'S STATE ID NO. 131962847		14 STATE EMPLOYER'S ADDRESS AND ZIP CODE KUMARAN VIJAYAKUMAR 147 W. 22ND ST APT 4 NEW YORK, NY 10011		13 STATE EMPLOYER'S STATE ID NO. NY		12 STATE EMPLOYER'S ADDRESS AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		11 EMPLOYER'S FIRST NAME AND INITIAL LAST NAME KUMARAN VIJAYAKUMAR		10 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		9 EMPLOYER'S SOCIAL SECURITY NUMBER [REDACTED]		8 EMPLOYER IDENTIFICATION NUMBER 13-1962847		7 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE [REDACTED]		6 MEDICARE WAGES AND TIPS [REDACTED]		5 SOCIAL SECURITY WAGES [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		1 WAGES, TIPS, OTHER COMPENSATION [REDACTED]		OMB NO. 1545-0008		This information is being furnished to the Internal Revenue Service		1122213704	
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FOLD AND TEAR ALONG PERFORMANCE

1 CONTROL NUMBER 1122213704		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		5 MEDICARE TAX WITHHELD [REDACTED]		6 MEDICARE TAX WITHHELD [REDACTED]		7 SOCIAL SECURITY TIPS [REDACTED]		8 ALLOCATED TIPS [REDACTED]		9 DEPENDENT CARE BENEFITS [REDACTED]		10 DEPENDENT CARE BENEFITS [REDACTED]		11 NONQUALIFIED PLANS [REDACTED]		12 a-d C D		13 Statutory Employee Plan Retirement Plan Third-Party Sick Pay X		20 LOCALITY NAME NEW YORK, NY 10022		19 LOCAL INCOME TAX [REDACTED]		18 LOCAL WAGES, TIPS, ETC. NY DI		17 STATE INCOME TAX [REDACTED]		16 STATE WAGES, TIPS, ETC. [REDACTED]		15 STATE EMPLOYER'S STATE ID NO. 131962847		14 STATE EMPLOYER'S ADDRESS AND ZIP CODE KUMARAN VIJAYAKUMAR 147 W. 22ND ST APT 4 NEW YORK, NY 10011		13 STATE EMPLOYER'S STATE ID NO. NY		12 STATE EMPLOYER'S ADDRESS AND ZIP CODE [REDACTED]		11 EMPLOYER'S FIRST NAME AND INITIAL LAST NAME KUMARAN VIJAYAKUMAR		10 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE [REDACTED]		9 EMPLOYER'S SOCIAL SECURITY NUMBER [REDACTED]		8 EMPLOYER IDENTIFICATION NUMBER [REDACTED]		7 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE [REDACTED]		6 MEDICARE WAGES AND TIPS [REDACTED]		5 SOCIAL SECURITY WAGES [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		1 WAGES, TIPS, OTHER COMPENSATION [REDACTED]		OMB NO. 1545-0008		This information is being furnished to the Internal Revenue Service		1122213704	
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# W-2 AND WAGE SUMMARY

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FOLD AND TEAR ALONG PERFORMANCE

Dept. of the Treasury - Internal Revenue Service

2011

FORM W-2 Wage and Tax Statement

Copy B To be filed with Employee's FEDERAL tax return

1 CONTROL NUMBER 1122213704		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		5 MEDICARE TAX WITHHELD [REDACTED]		6 MEDICARE TAX WITHHELD [REDACTED]		7 SOCIAL SECURITY TIPS [REDACTED]		8 ALLOCATED TIPS [REDACTED]		9 DEPENDENT CARE BENEFITS [REDACTED]		10 DEPENDENT CARE BENEFITS [REDACTED]		11 NONQUALIFIED PLANS [REDACTED]		12 a-d C D		13 Statutory Employee Plan Retirement Plan Third-Party Sick Pay X		20 LOCALITY NAME NEW YORK, NY 10011		19 LOCAL INCOME TAX 27.30		18 LOCAL WAGES, TIPS, ETC. NY DI		17 STATE INCOME TAX [REDACTED]		16 STATE WAGES, TIPS, ETC. [REDACTED]		15 STATE EMPLOYER'S STATE ID NO. 131962847		14 STATE EMPLOYER'S ADDRESS AND ZIP CODE KUMARAN VIJAYAKUMAR 147 W. 22ND ST APT 4 NEW YORK, NY 10011		13 STATE EMPLOYER'S STATE ID NO. NY		12 STATE EMPLOYER'S ADDRESS AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		11 EMPLOYER'S FIRST NAME AND INITIAL LAST NAME KUMARAN VIJAYAKUMAR		10 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE MF GLOBAL HOLDINGS USA INC 717 FIFTH AVENUE 9TH FLOOR NEW YORK, NY 10022		9 EMPLOYER'S SOCIAL SECURITY NUMBER [REDACTED]		8 EMPLOYER IDENTIFICATION NUMBER 13-1962847		7 EMPLOYER'S NAME, ADDRESS, AND ZIP CODE [REDACTED]		6 MEDICARE WAGES AND TIPS [REDACTED]		5 SOCIAL SECURITY WAGES [REDACTED]		4 SOCIAL SECURITY TAX WITHHELD [REDACTED]		3 SOCIAL SECURITY TAX WITHHELD [REDACTED]		2 FEDERAL INCOME TAX WITHHELD [REDACTED]		1 WAGES, TIPS, OTHER COMPENSATION [REDACTED]		OMB NO. 1545-0008		This information is being furnished to the Internal Revenue Service		1122213704	
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