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Agency Ltd., Ironshore Insurance Ltd.,
and Starr Insurance & Reinsurance Limited

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

MF GLOBAL HOLDINGS LTD, et al.,

Debtors.

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

MF GLOBAL HOLDINGS LTD., as Plan
Administrator; and MF GLOBAL ASSIGNED
ASSETS LLC,

Plaintiffs,

v.

ALLIED WORLD ASSURANCE COMPANY
LTD., et al.,

Defendants.

Adv. Case No. 16-01251 (MG)

S.D.N.Y. Civ. Action No.
1:17-cv-00933-RWS

Related: S.D.N.Y. Civ. Action Nos.
1:17-cv-00106-RWS
1:17-cv-00113-RWS
1:17-cv-00742-RWS
1:17-cv-00780-RWS
1:17-cv-00953-RWS

STATEMENT OF ISSUES TO BE PRESENTED ON APPEAL

Defendants-Appellants Iron-Starr Excess Agency Ltd., Ironshore Insurance Ltd., and
Starr Insurance & Reinsurance Limited (collectively “the Iron-Starr Insurers”)¹ pursuant to Rule

¹ Pursuant to Fed. R. Bankr. P. 7012(b), the Iron-Starr Defendants do not consent to the entry of final orders or judgment by the bankruptcy judge in this matter. *See Wellness Int’l Network, Ltd. v. Sharif*, No. 13-935, 135 S.Ct. 1932, 1937 (May 26, 2015) (holding that parties may consent to a bankruptcy court’s constitutional jurisdiction, but that consent must be knowing and voluntary).

8009 of the Federal Rules of Bankruptcy Procedure, hereby states the issues to be presented on appeal from the following orders and opinions: (1) the oral ruling of the United States Bankruptcy Court for the Southern District of New York (Hon. M. Glenn) (the “Bankruptcy Court”) on January 23, 2017, finding that the Iron-Starr Insurers violated the Barton Doctrine and ordering the relief that the Iron-Starr Insurers dismiss “the Bermuda proceedings against the plaintiffs and to cease any further proceedings against the plaintiffs in any Court other than this Court” (Jan. 23, 2017 Hr’g Tr. 114:12-17); (2) the Bankruptcy Court’s January 23, 2017 written Order Finding that the Bermuda Insurers Violated the Barton Doctrine and Ordering Relief; and (3) the Bankruptcy Court’s January 31, 2017 Memorandum Opinion and Order Finding that the Bermuda Insurers Violated the Barton (collectively the “Barton Orders”).

1. Whether the Bankruptcy Court erred in applying the doctrine announced in Barton v. Barbour, 104 U.S. 126 (1881) (the “Barton Doctrine”) extraterritorially to require dismissal of the Iron-Starr Insurers’ suit in the Bermuda Supreme Court (the “Bermuda Action”).

2. Whether the Bankruptcy Court erred in applying the Barton Doctrine to the Bermuda Action which sought to defend a pre-existing arbitration clause providing for arbitration in Bermuda, subject to Bermuda procedural law to govern the arbitration and the supervision of the Bermuda Supreme Court.

3. Whether the Bankruptcy Court erred in applying the Barton Doctrine by finding that MF Global Holding Ltd. (“MFGH”) as a court-appointed officer was acting in its official capacity and/or in the administration of the estate.

4. Whether the Bankruptcy Court erred in applying the Barton Doctrine by holding that MF Global Assigned Assets LLC (“MFAA”) is a court-appointed officer with administrative duties.

5. Whether the Bankruptcy Court erred in finding that it has personal jurisdiction over the Iron-Starr Insurers.

6. Whether the Bankruptcy Court erred in finding that the Iron-Starr Insurers were properly served with the Adversary Summons and Complaint.

7. Whether the Bankruptcy Court lacks subject matter jurisdiction to issue the Barton Orders, including due to the limitations of 28 U.S.C. § 1334(b) and the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

8. Whether the Bankruptcy Court lacks authority under the Constitution, statute and/or rule (e.g., U.S. Const., Art. III, 28 U.S.C. § 157, Fed. R. Bankr. P. 7012(b)) to enter the Barton Orders.

9. Whether the Barton Orders violate principles of international comity, the Federal Arbitration Act and/or the federal policy favoring arbitration.

Dated: New York, New York
February 21, 2017

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Maryann Taylor, do hereby certify that on February 21, 2017, I caused a true and correct copy of the foregoing Statement of Issues to be Presented on Appeal on behalf of Iron-Starr Excess Agency, Ltd., Ironshore Insurance Ltd., and Starr Insurance & Reinsurance Limited to be filed with the Court using the Electronic Filing System and served upon all counsel of record registered with the Court's ECF system.

/s/

Maryann Taylor