

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

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*Laydon v. Mizuho Bank, Ltd., et al.*

No. 12-cv-3419 (GBD)

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*Fund Liquidation Holdings LLC, et al. v. UBS AG, et al.*

No. 15-cv-5844 (GBD)

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**DECLARATION OF DEREK SMITH REGARDING MAILING OF THE  
NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, MARCH 14, 2023  
FAIRNESS HEARING THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

I, Derek Smith, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am a Director of Class Actions at KCC Class Action Services, LLC (“KCC”). My business address is One McInnis Parkway, Suite 250, San Rafael, California 94903. I am over 21 years of age and am not a party to the above-captioned actions (the “Actions”). I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. In connection with the proposed Settlements by Barclays Bank PLC, Barclays Capital Inc., and Barclays PLC (collectively, “Barclays”), Nex International Limited (f/k/a ICAP PLC) and ICAP Europe Limited (together, “ICAP”), and TP ICAP PLC (f/k/a Tullett Prebon PLC and n/k/a TP ICAP Finance PLC) (“Tullett Prebon”), KCC was retained by counsel for JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., and J.P. Morgan Securities plc (collectively, “JPMorgan”) to act as a notice administrator in connection with the proposed settlements of the above-captioned actions to effect mailing of the Notice of Proposed Class Action Settlements, March 14, 2023 Fairness Hearing Thereon, and Class Members’ Rights (the “Notice”) to certain members of the Settlement Class, including potential Settlement Class Members who may be

domiciled outside of the United States.<sup>1</sup>

**MAILING OF NOTICE**

3. On October 13, 2017, JPMorgan’s counsel provided KCC with a list of 3,114 unique names and addresses of identified potential Settlement Class members.<sup>2</sup>

4. On January 3, 2023, KCC mailed copies of the Notice by first-class mail to each of the 3,114 potential Settlement Class members. A true and correct copy of the Notice is attached hereto as Exhibit A.

5. As a result of the efforts described above, as of January 3, 2023, KCC has mailed a total of 3,114 Notices.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed this 19th day of January 2023 in Bakersfield, California.

  
DEREK SMITH

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement as to Barclays dated July 22, 2022 (the “Barclays Settlement Agreement”) (ECF No. 609-1), the Stipulation and Agreement of Settlement as to ICAP dated July 20, 2022 (the “ICAP Settlement Agreement”) (ECF No. 609-2), the Stipulation and Agreement of Settlement as to Tullett Prebon dated July 20, 2022 (the “Tullett Prebon Settlement Agreement”) (ECF No. 609-3), the October 5, 2022 Order Preliminarily Approving Proposed Settlement with Barclays Bank PLC, Barclays Capital Inc., and Barclays PLC, and Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class (ECF No. 626), the October 5, 2022 Order Preliminarily Approving Proposed Settlement with Nex International Limited (f/k/a ICAP PLC) and ICAP Europe Limited, and Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class (ECF No. 625), and the October 5, 2022 Order Preliminarily Approving Proposed Settlement with TP ICAP PLC (f/k/a Tullett Prebon PLC and n/k/a TP ICAP Finance PLC), and Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class (ECF No. 627) (collectively, the “Orders”).

<sup>2</sup> I understand that such potential class members may be domiciled outside of the United States and JPMorgan, therefore, preferred not to provide their names and addresses to the Settlement Administrator.

# **EXHIBIT A**

**MZL**

«Barcode»

Postal Service: Please do not mark barcode

Claim #: MZL-«Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

**IMPORTANT LEGAL NOTICE TO ALL MEMBERS OF THE CLASS  
FORWARD TO CORPORATE HEADQUARTERS/LEGAL COUNSEL**

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

*Laydon v. Mizuho Bank, Ltd., et al.*

No. 12-cv-3419 (GBD)

*Fund Liquidation Holdings LLC, et al. v. UBS AG, et al.*

No. 15-cv-5844 (GBD)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, MARCH 14, 2023, FAIRNESS HEARING  
THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS AND ENTITIES WHO TRANSACTED IN EUROYEN-BASED DERIVATIVES FROM JANUARY 1, 2006 THROUGH JUNE 30, 2011, INCLUSIVE

*A federal court authorized this Notice. This is not a solicitation from a lawyer.  
You are not being sued.*

***PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE ABOVE-CAPTIONED CLASS ACTION LAWSUIT PENDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION SETTLEMENTS, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE NET SETTLEMENT FUNDS.***

*If you are a brokerage firm, swaps dealer, or trustee through whom Euroyen-Based Derivatives<sup>1</sup> were traded from January 1, 2006 through June 30, 2011, inclusive, on behalf of customers that are members of the Settlement Class as defined in Section I.C. below, you must provide the name and last known address of such customers to the Settlement Administrator at the address listed in Section VIII below within two weeks of receiving this Notice. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated.*

This Notice of the pendency of this class action and of the proposed settlements is being given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Notice is to inform you of your rights in connection with the proposed settlements and the pendency of the above-captioned class actions (collectively, the "Actions") and the release of claims asserted in the Actions.

The Settling Defendants are Barclays Bank PLC, Barclays Capital Inc., and Barclays PLC (collectively, "Barclays"), Nex International Limited (f/k/a ICAP plc) and ICAP Europe Limited (collectively, "ICAP"), and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc) ("Tullett Prebon"). The Settling Defendants have denied and continue to deny Plaintiffs' claims.

Plaintiffs allege that Defendants manipulated and/or are otherwise responsible for the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives during January 1, 2006 through June 30, 2011, inclusive (the "Class Period").

Plaintiffs entered into a settlement agreement with Barclays on July 22, 2022, with ICAP on July 20, 2022, and with Tullett Prebon on July 20, 2022 (the "Settlement Agreements").<sup>2</sup> The three settlements contained in the Settlement Agreements are referred to as the "Settlements," and are jointly addressed by this Notice for efficiency and convenience.

Barclays, in order to resolve the claims against them, agreed collectively to pay **\$17,750,000** into the Escrow Account within fifteen Business Days after entry of the Preliminary Approval Order.<sup>3</sup> The foregoing payment, plus all interest earned thereon, constitutes

<sup>1</sup> "Euroyen-Based Derivatives" means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange ("CME"); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR- and/or Euroyen TIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR- and/or a Euroyen TIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR- and/or Euroyen TIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

<sup>2</sup> The Settlement Agreements are not settlements with any other Defendant and thus are not dispositive of any of Plaintiffs' claims against the remaining Defendants.

<sup>3</sup> Capitalized terms, not otherwise defined herein, shall have the same meanings assigned to them in the Settlement Agreements, as applicable.

ICAP, in order to resolve the claims against them, agreed collectively to pay **\$2,375,000** into the Escrow Account within fifteen Business Days after entry of the Preliminary Approval Order. The foregoing payment, plus all interest earned thereon, constitutes the Second Settlement Fund.

Tullett Prebon, in order to resolve the claims against them, agreed collectively to pay **\$2,375,000** into the Escrow Account within fifteen Business Days after entry of the Preliminary Approval Order. The foregoing payment, plus all interest earned thereon, constitutes the Third Settlement Fund.

The First Settlement Fund, the Second Settlement Fund, and the Third Settlement Fund are collectively referred to as the “Settlement Funds.”

**Fairness Hearing and Right to Object.** The Court has scheduled a public hearing on final approval for March 14, 2023 (“Fairness Hearing”). The purpose of the Fairness Hearing is to determine, among other things, whether the Settlements, the Plan of Allocation, and the application by Class Counsel for attorneys’ fees and reimbursement of expenses are fair, reasonable, and adequate. If you remain in the Settlement Class, then you may object to any aspect of the Settlements, the Plan of Allocation, Class Counsel’s request for attorneys’ fees and expenses, or any other matters. *See* Section III.B below. All objections must be made in accordance with the instructions set forth below and must be filed with the Court and served on or before February 7, 2023 or they will not be considered. *See* Section III.B below.

**Only Members of the Settlement Class Who Previously Submitted a Valid Proof of Claim and Release or Who Do So in Response to this Notice Will Be Eligible to Participate in the Net Settlement Funds.** Assuming final approval by the Court, the twenty-two million five hundred thousand dollars (\$22,500,000), plus interest, in Settlement Funds obtained from the Settling Defendants will, net of such attorneys’ fees, costs, fees, taxes, and other deductions as are approved by the Court (the “Net Settlement Funds”), be distributed to the members of the Settlement Class who properly complete and timely return a valid Proof of Claim and Release form, and are entitled to distribution under the Plan of Allocation. **IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE CLASS NOTICE DATED JUNE 22, 2016; THE CLASS NOTICE DATED AUGUST 3, 2017, AMENDED SEPTEMBER 14, 2017; THE CLASS NOTICE DATED MARCH 8, 2018; OR THE CLASS NOTICE DATED DECEMBER 19, 2019, THEN YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THESE SETTLEMENTS WITH THE SETTLING DEFENDANTS.** If you did not submit a Proof of Claim and Release pursuant to the June 22, 2016 Notice (the “2016 Notice”) related to the \$58 million settlements with Defendants R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd. (collectively, “R.P. Martin”), Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc. (collectively, “Citi”), and HSBC Holdings plc and HSBC Bank plc (collectively, “HSBC”); pursuant to the August 3, 2017 Notice, amended September 14, 2017 (the “2017 Notice”) related to the \$148 million settlements with Defendants Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”) and JPMorgan Chase & Co., JPMorgan Chase Bank, National Association, and J.P. Morgan Securities plc (collectively, “JPMorgan”); pursuant to the March 8, 2018 Notice (the “2018 Notice”) related to the \$30 million settlement with The Bank of Tokyo-Mitsubishi UFJ, Ltd. (“BTMU”) and Mitsubishi UFJ Trust and Banking Corporation (“MUTB”); or pursuant to the December 19, 2019 Notice (the “2019 Notice”) related to the \$39,250,000 settlement with Mizuho Bank, Ltd., Mizuho Corporate Bank, Ltd., and Mizuho Trust & Banking Co., Ltd. (collectively, “Mizuho”), The Norinchukin Bank (“Norinchukin”), and Sumitomo Mitsui Banking Corporation (“SMBC”), and the \$31,750,000 settlements with The Bank of Yokohama, Ltd. (“The Bank of Yokohama”), Shinkin Central Bank (“Shinkin”), The Shoko Chukin Bank, Ltd. (“Shoko Chukin”), Sumitomo Mitsui Trust Bank, Ltd. (“Sumitomo”), and Resona Bank, Ltd. (“Resona”), you must act to submit a timely Proof of Claim and Release in order to be eligible to receive any portion of the Net Settlement Funds. Any member of the Settlement Class who previously submitted a Proof of Claim and Release in connection with the 2016 Notice, 2017 Notice, 2018 Notice, or 2019 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto, unless such member submits a timely and valid request for exclusion as explained below.

**Right to Exclude Yourself from the Settlement Class for Either or Both of the Settlements.** The Court will exclude you from the Settlement Class if you make a written request for exclusion from either or both of the Settlements that is postmarked to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth in Section VIII no later than February 7, 2023. *See* Section III.C. **To be valid, the request for exclusion must comply with the requirements set forth in the Court’s orders dated October 5, 2022 and summarized in Section III.C below.** If you exclude yourself from the Settlement Class, you will not be entitled to share in the Net Settlement Funds.

**I. BACKGROUND OF THE LITIGATION**

**A. The Nature of the Litigation**

Plaintiffs allege that each Defendant, from January 1, 2006 through June 30, 2011, inclusive, manipulated or aided and abetted the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made the daily Yen-LIBOR and/or Euroyen TIBOR submissions to the British Bankers’ Association and Japanese Bankers Association (the “Contributor Bank Defendants”), such as the Settling Defendants, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor

Bank Defendants also allegedly requested that other Contributor Bank Defendants make false Yen-LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions and used inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, to manipulate Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives by disseminating false “Suggested LIBORs,” publishing false market rates on broker screens, and publishing false bids and offers into the market.

Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act (“CEA”), the Racketeering Influenced and Corrupt Organizations (“RICO”) Act, and common law.

The Settling Defendants have consistently and vigorously denied Plaintiffs’ allegations. Each Settling Defendant entered into a Settlement Agreement with Plaintiffs, despite each believing that it is not liable for the claims asserted against it, to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, thereby putting this controversy to rest and avoiding the risks inherent in complex litigation.

## **B. Procedural History of the Laydon Action and the Sonterra Action**

On April 30, 2012, Plaintiff Laydon filed a class action complaint against the Settling Defendants and other defendants. ECF No. 1.<sup>4</sup> Thereafter, on December 3, 2012, Laydon filed a corrected first amended class action complaint adding certain bank defendants. ECF No. 124. Laydon filed a second amended class action complaint on April 15, 2013. ECF No. 150. Defendants filed their motions to dismiss and thirteen separate memoranda of law on June 14, 2013. ECF Nos. 204, 205-06, 208-14, 217-18, 220-21. Laydon filed his opposition to Defendants’ motions to dismiss on August 13, 2013. ECF No. 226. Defendants filed reply memoranda on September 27, 2013. ECF Nos. 232-43. Laydon filed a sur-reply memorandum on October 9, 2013. ECF No. 245.

On March 5, 2014, the Court held a full day of oral argument on Defendants’ motions to dismiss. On March 28, 2014, the Court granted in part and denied in part Defendants’ motions to dismiss Laydon’s second amended complaint. ECF No. 270. Defendants moved for reconsideration of their motions to dismiss on April 11, 2014. ECF Nos. 275, 277, 278, 282. Laydon opposed the reconsideration motions on May 9, 2014. ECF No. 290. Defendants filed reply memoranda on May 30, 2014. ECF Nos. 292, 293, 295, 296. The Court denied the motions for reconsideration on October 20, 2014. ECF No. 398.

On April 21, 2014, the Court granted Laydon leave to file a motion to amend the second amended complaint and file a proposed third amended complaint. ECF No. 286. Laydon filed his motion to amend on June 17, 2014. ECF No. 301. The proposed third amended complaint added Oklahoma Police Pension & Retirement System (“OPPRS”) and Stephen P. Sullivan (“Sullivan”) as proposed plaintiffs and added claims under the RICO Act and claims for breach of the implied covenant of good faith and fair dealing against certain Defendants. The proposed third amended complaint also sought to cure certain pleading deficiencies the Court identified in its March 28, 2014 Order. On August 15, 2014, Defendants filed a joint opposition to the motion to amend. ECF No. 361. Laydon filed his reply memorandum on September 22, 2014. ECF Nos. 387-388. As part of his reply, Laydon also sought to add the California State Teachers’ Retirement System (“CalSTRS”) as a named plaintiff. The Court granted in part and denied in part Laydon’s motion to amend on March 31, 2015. ECF No. 448. In the March 31 Order, the Court denied CalSTRS’s application to intervene without prejudice and ordered CalSTRS to renew its application within 30 days. CalSTRS filed its letter motion to intervene on April 29, 2015. ECF No. 460. Defendants filed their opposition on May 13, 2015. ECF No. 471. CalSTRS filed its reply on May 26, 2015. ECF No. 475. The Court denied CalSTRS’s motion to intervene on October 8, 2015. ECF No. 525. CalSTRS timely filed a notice of appeal on November 9, 2015. ECF No. 535. On February 22, 2016, CalSTRS filed its appellate brief with the Second Circuit, challenging the denial of its motion for intervention. *California State Teachers’ Retirement System v. Mizuho Bank, Ltd., et al.*, No. 15-3588-cv (2d Cir.). On May 23, 2016, Defendants filed their opposition to CalSTRS’s appeal in the Second Circuit. *Id.* On June 9, 2016, CalSTRS dismissed its appeal in the Second Circuit. *Id.*

While the parties briefed arguments addressing Laydon’s motion for leave to amend, fourteen Defendants filed motions to dismiss for lack of personal jurisdiction and a stay of discovery on August 7, 2014. ECF Nos. 310, 315, 323, 331, 334, 337, 341, 344. Laydon opposed these motions to dismiss on August 29, 2014. ECF Nos. 366-370. Fourteen Defendants filed their reply memoranda on September 15, 2014. ECF Nos. 375-379, 381-384. On September 30, 2014, the Court held oral argument on the fourteen Defendants’ motions to dismiss for lack of personal jurisdiction. On March 31, 2015, the Court granted four Defendants’ motions to dismiss and denied ten Defendants’ motions to dismiss. ECF Nos. 446-447. These latter ten Defendants filed a motion for reconsideration on April 14, 2015. ECF No. 452. The Court denied the motion for reconsideration on July 24, 2015. ECF No. 490. The ten Defendants filed a petition for writ of mandamus on September 25, 2015. *See In re: Mizuho Corporate Bank*, No. 15-3014 (2d Cir.). The Second Circuit denied the mandamus petition on January 20, 2016. *Id.*

On April 28, 2015, Laydon moved for an order entering final judgment under FED. R. CIV. P. 54(b) as to the dismissal of the four Defendants on personal jurisdiction grounds. ECF No. 457. On April 30, 2015, Laydon, with proposed plaintiffs OPPRS and Sullivan, sought leave to file an interlocutory appeal under 28 U.S.C. § 1292(b) for immediate review of the Court’s order denying Laydon leave to further amend the complaint to add RICO claims, state law claims, and proposed plaintiffs OPPRS and Sullivan. ECF No. 461. The Court denied both motions on July 24, 2015. ECF Nos. 489, 491.

Laydon served his First Request for the Production of Documents on Defendants on June 18, 2014. While the parties were

<sup>4</sup> Unless otherwise noted, all docket citations are to *Laydon v. Mizuho Bank, Ltd., et al.*, 12-cv-3419 (GBD) (S.D.N.Y.) (the “Laydon Action”).

briefing Laydon's motion for leave to amend and the fourteen Defendants' motions to dismiss for lack of personal jurisdiction, the U.S. Department of Justice ("DOJ") filed a motion to intervene and for a stay of discovery on September 15, 2014. ECF No. 380. The Court granted the DOJ's motion to intervene and ordered a stay of discovery until May 15, 2015. ECF No. 451. Defendants served their responses and objections to Laydon's First Request for the Production of Documents on December 19, 2014.

Following the lifting of the stay of discovery on May 15, 2015, Magistrate Judge Pitman held a discovery conference on June 25, 2015. Magistrate Judge Pitman set a schedule by which Defendants were to brief and Laydon was to oppose Defendants' discovery objections based on the foreign data privacy laws of Japan, among other countries. ECF No. 483.

Certain Defendants then moved on August 6, 2015 for an order sustaining their discovery objections under the foreign data privacy and bank secrecy laws of the United Kingdom and Japan. ECF Nos. 495, 501. On September 11, 2015, Laydon filed his opposition, including an expert declaration, to certain Defendants' motion to sustain their discovery objections under the laws of the United Kingdom. ECF Nos. 512-513. On September 11, 2015, Laydon and certain other Defendants also notified Magistrate Judge Pitman that they had reached an agreement to table Defendants' motion under the foreign data privacy laws of Japan. ECF No. 511. On April 29, 2016, Magistrate Judge Pitman denied certain Defendants' motion for an order sustaining their discovery objections under the foreign data privacy and bank secrecy laws of the United Kingdom. ECF No. 596.

On July 24, 2015, Sonterra Capital Master Fund, Ltd. ("Sonterra") and Hayman Capital Management, L.P. on behalf of the investment funds it advises,<sup>5</sup> filed their initial complaint against Defendants. *Fund Liquidation Holdings LLC as assignee and successor-in-interest to Sonterra Capital Master Fund Ltd., et al. v. UBS AG, et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.) (the "Sonterra Action"), ECF No. 1. The Sonterra Action was assigned to Judge Daniels on August 5, 2015 as related to the Laydon Action. On October 8, 2015, the Court denied, without prejudice, Plaintiffs' request to consolidate the Sonterra Action with the Laydon Action. ECF No. 524.

On December 18, 2015, Laydon filed his Third Amended Class Action complaint ("TAC"). ECF No. 547. On January 8, 2016, the Court granted Defendants' request to strike the TAC and directed Laydon to submit a letter request with a new proposed complaint by January 28, 2016. ECF No. 558. Laydon filed a letter request with a new proposed TAC on January 28, 2016. ECF No. 564. On February 29, 2016, Laydon filed his TAC. ECF No. 580. Defendants moved to strike the TAC on March 11, 2016. ECF No. 582. Laydon filed an opposition letter on March 11, 2016. ECF No. 583. On March 14, 2016, the Court denied Defendants' motion to strike the TAC. ECF No. 584. On May 16, 2016, Defendants moved to partially dismiss the TAC. ECF No. 621. Laydon filed his opposition memorandum on July 18, 2016. ECF No. 663. On October 25, 2016, the Court held oral argument on Defendants' motion to partially dismiss the TAC. ECF No. 675. On March 10, 2017, the Court granted certain Defendants' motion to partially dismiss the TAC, dismissing Laydon's CEA claims for the period of January 1, 2011 to June 30, 2011. ECF No. 749.

Defendants ICAP Europe Limited, Tullett Prebon plc, and Lloyds Banking Group plc filed motions to dismiss Laydon's TAC for lack of personal jurisdiction pursuant to FED. R. CIV. P. 12(b)(2) on May 16, 2016. ECF Nos. 610, 614, 618. Laydon filed his opposition on July 18, 2016. ECF Nos. 664-665. The three Defendants filed their reply on August 16, 2016. ECF Nos. 668, 670-671. On October 25, 2016, the Court held oral argument on the three Defendants' motions to dismiss. ECF No. 675. On March 10, 2017, the Court granted the three Defendants' motions to dismiss for lack of personal jurisdiction. ECF No. 750.

On December 18, 2015, Sonterra, Hayman, and CalSTRS filed their amended class action complaint. Sonterra Action, ECF No. 121. On February 1, 2016, Defendants filed seven memoranda of law in support to their motions to dismiss the Sonterra Action pursuant to Rules 12(b)(1), 12(b)(2) and 12(b)(6) of the Federal Rules of Civil Procedure. On March 18, 2016, Sonterra, Hayman, and CalSTRS filed their opposition to Defendants' motions to dismiss. ECF Nos. 209-211. Defendants filed their memoranda of law in reply on April 22, 2016. *Id.*, ECF Nos. 229, 231-236. On May 5, 2016, the Court held oral argument on Defendants' motions to dismiss the Sonterra Action. On March 10, 2017, the Court granted Defendants Barclays Bank plc, Barclays Capital Inc., Barclays plc, Bank of America Corporation, Bank of America, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), ICAP Europe Ltd., ICAP plc, Lloyds Bank plc, Lloyds Banking Group plc, Mitsubishi UFJ Trust and Banking Corporation, Mizuho Bank, Ltd., Mizuho Corporate Bank Ltd., Mizuho Trust & Banking Co., Ltd., The Royal Bank of Scotland Group plc, The Royal Bank of Scotland plc, RBS Securities Inc., RBS Securities Japan Limited, Resona Bank, Ltd., Shinkin Central Bank, Societe Generale S.A., Sumitomo Mitsui Banking Corporation, Sumitomo Mitsui Trust Bank Limited (f/k/a The Sumitomo Trust & Banking Co. Ltd.), The Bank of Yokohama, Ltd., The Norinchukin Bank, The Shoko Chukin Bank, Ltd., Tullett Prebon plc, UBS AG, and UBS Securities Japan Co., Ltd.'s motions to dismiss the Amended Complaint on the ground that Sonterra, Hayman and CalSTRS lacked Article III standing. *Id.*, ECF No. 314. On April 3, 2017, Sonterra, Hayman, and CalSTRS filed a timely notice of appeal from the Court's decision in the Sonterra Action. *Id.*, ECF No. 317. On May 22, 2017, Sonterra, Hayman, and CalSTRS, on consent of Deutsche Bank and JPMorgan, filed a motion for an indicative ruling that the Court would amend the March 10, 2017 judgment to exclude Deutsche Bank and JPMorgan and consider approval of their proposed settlements if the Second Circuit remanded the case back to the Court. *Id.*, ECF Nos. 322-23. On May 24, 2017, the Court issued an order indicating that it would amend the March 10, 2017 judgment to exclude Deutsche Bank and JPMorgan in order to consider approval of their settlements. *Id.*, ECF No. 324. Upon Sonterra, Hayman, and CalSTRS's motion, the Court of Appeals for the Second Circuit stayed the appeal of the Court's

<sup>5</sup> On March 18, 2016, Hayman Capital Management L.P. and Sonterra Capital Master Fund Ltd. filed a motion to substitute parties, substituting Hayman Capital Master Fund, L.P. and Japan Macro Opportunities Master Fund, L.P. as named party plaintiffs. Sonterra Action, ECF No. 212. Defendants submitted a letter response on March 28, 2016 consenting to the substitution. *Id.*, ECF No. 216. The Court granted the motion on March 30, 2016. *Id.*, ECF No. 217. Hereinafter, "Hayman" refers to Hayman Capital Master Fund, L.P. and Japan Macro Opportunities Master Fund, L.P.



decision in the *Sonterra* Action and remanded the case for proceedings consistent with the Court's indicative ruling. See *Sonterra Capital Master Fund Ltd. v. UBS AG*, 17-944 (2d Cir.) (the "*Sonterra Appeal*") at ECF No. 151. On August 16, 2018, the Second Circuit issued an order terminating the stay of the appeal and directing the parties to comply with a revised briefing schedule. ECF No. 189. On January 28, 2019, the parties completed the briefing of the *Sonterra Appeal*. On February 5, 2020, the Second Circuit heard oral argument on the *Sonterra Appeal*.

On April 1, 2020, the Second Circuit issued an opinion reversing and remanding the *Sonterra* action to the District Court. On October 9, 2020, Defendants Bank of America Corporation, Bank of America, N.A., Barclays Bank PLC, Barclays PLC, Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), ICAP Europe Ltd., Lloyds Bank plc (f/k/a Lloyds TSB Bank plc), Lloyds Banking Group plc, Merrill Lynch International, NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc), NatWest Markets plc (f/k/a The Royal Bank of Scotland plc), NatWest Markets Securities Japan Ltd. (f/k/a RBS Securities Japan Limited), NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.), NEX International Limited (f/k/a ICAP plc), Société Générale S.A., TP ICAP plc (f/k/a Tullett Prebon plc), UBS AG, and UBS Securities Japan Co. Ltd. filed their joint motions to dismiss the Second Amended Complaint for lack of subject matter jurisdiction, lack of personal jurisdiction, and failure to state a claim upon which relief can be granted. *Sonterra Action*, ECF No. 505. On November 30, 2020, the *Sonterra* Plaintiffs filed their memorandum of law in opposition, *Sonterra Action* ECF No. 542, and Defendants filed their reply on December 21, 2020. *Sonterra Action*, ECF Nos. 546, 547, 548. Subsequently, the Court issued an order on September 30, 2021 granting in part and denying in part the motion to dismiss. *Sonterra Action* ECF No. 570 (the "September 30 Order"). The *Sonterra* Plaintiffs and the remaining Defendants each subsequently filed motions for reconsideration of the September 30 Order on October 21, 2021. *Sonterra Action*, ECF Nos. 574, 575, 576, 577, 578, 579. The parties then filed their oppositions to the respective motions for reconsideration (*Sonterra Action*, ECF Nos. 580, 581, 582), and also filed their replies in further support on December 3, 2021. *Sonterra Action*, ECF Nos. 587, 588, 589. The motions for reconsideration of the September 30 Order have been briefed and are currently pending before the Court. The parties are now in the initial stages of conducting written discovery, and have filed a proposed Confidentiality Stipulation and Proposed Protective Order. *Sonterra Action*, ECF Nos. 596, 597.

In the *Laydon* action, Defendants Barclays Bank PLC, Coöperatieve Rabobank U.A., RBS Securities Japan Limited, Royal Bank of Scotland PLC, Société Générale S.A., The Royal Bank of Scotland Group PLC, UBS AG, and UBS Securities Japan Co., Ltd. filed a joint motion for judgment on the pleadings on September 27, 2019, arguing that the Third Amended Complaint should be dismissed for failure to state a claim upon which relief can be granted. ECF No. 974. On December 19, 2019, the Court held oral argument on the motion for judgment on the pleadings. ECF No. 1010. On August 27, 2020, the Court issued an order granting the Defendants' joint motion for judgment on the pleadings and dismissed Plaintiffs' Third Amended Complaint. ECF No. 1032. *Laydon* timely filed a notice of appeal on October 16, 2020. ECF No. 1034. On February 19, 2021, *Laydon* filed his appellate brief with the Second Circuit, challenging the dismissal of the Third Amended Complaint. *Laydon v. Mizuho Bank, Ltd.*, 20-3775 (2d Cir.) (the "*Laydon Appeal*"), ECF No. 61. On May 21, 2021, Defendants filed their responsive brief to *Laydon's* appeal in the Second Circuit. *Laydon Appeal*, ECF Nos. 105, 106, 108, 128. The Second Circuit held an oral argument on May 24, 2022 and the *Laydon Appeal* is now awaiting a decision.

Plaintiffs reached settlements with R.P. Martin on December 3, 2014, Citi on August 11, 2015, and HSBC on June 16, 2016, for a total of \$58 million. Following notice of these settlements, the Court held a fairness hearing on November 10, 2016 and granted final approval of the R.P. Martin, Citi, and HSBC settlements on that same date. ECF No. 720. On November 10, 2016, R.P. Martin, Citi, and HSBC were dismissed from the Actions, with prejudice. ECF No. 721.

Plaintiffs reached settlements with Deutsche Bank AG and JPMorgan on July 21, 2017, for a total of \$148 million. Following the notices of these settlements, the Court held a fairness hearing on December 7, 2017 and granted final approval of the Deutsche Bank and JPMorgan settlements on that same date. ECF No. 838; *Sonterra Action*, ECF No. 389. On December 7, 2017, Deutsche Bank and JPMorgan were dismissed from the Actions, with prejudice. ECF No. 839; *Sonterra Action*, ECF No. 390.

On January 23, 2018, Plaintiffs reached a settlement with BTMU and MUTB for a total of \$30,000,000. After Plaintiffs provided notice of these settlements, the Court held a fairness hearing on July 12, 2018, and granted final approval of the BTMU and MUTB settlements on the same date. ECF No. 891; *Sonterra Action*, ECF No. 423. The Court also dismissed BTMU and MUTB from the Actions with prejudice. Following entry of final judgment pursuant to the settlement with BTMU and MUTB, the *Sonterra Appeal* was reactivated. *Sonterra Appeal*, ECF No. 189.

While the *Sonterra Appeal* was pending, Plaintiffs reached settlements with Mizuho, Norinchukin, and SMBC on August 29, 2019 for a total of \$39,250,000. Plaintiffs then reached settlements with The Bank of Yokohama, Shinkin, Shoko Chukin, Sumitomo, and Resona on September 5, 2019 for a total of \$31,750,000. Following notices of these settlements, the Court held a fairness hearing on December 19, 2019 and granted final approval of these settlements on that same date. ECF Nos. 1013, 1014. The Court also dismissed Mizuho, Norinchukin, SMBC, The Bank of Yokohama, Shinkin, Shoko Chukin, Sumitomo, and Resona from the Actions with prejudice. ECF Nos. 1015, 1016; *Sonterra Action*, ECF No. 539.

The approval of the Settlements with Barclays, ICAP, and Tullett Prebon would result in the release of all claims asserted against the Settling Defendants in both the *Laydon Action* and the *Sonterra Action*.

### C. The Definition of the Settlement Class

The Court has certified, for purposes of settlement only, the Settlement Class, defined as:

All Persons who purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives during the period from January 1, 2006 through June 30, 2011 (“Class Period”), provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a defendant, and the United States Government.

Notwithstanding the sentence above that “[e]xcluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate, or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government,” and solely for purposes of the Settlements and the Settlement Class, Investment Vehicles shall not be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised and (ii) directly or indirectly held a beneficial interest in that Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

## II. SUMMARY OF THE PROPOSED SETTLEMENTS

### A. Settlements with the Settling Defendants

On behalf of the Settlement Class, Plaintiffs entered into the Settlement Agreement with Barclays on July 22, 2022, with ICAP on July 20, 2022, and with Tullett Prebon on July 20, 2022. The following description of the proposed Settlements is only a summary. This description and this Notice are qualified in their entirety by the Settlement Agreements which are on file with the Court at the address indicated in this Notice and are available at the official website for the Settlements, [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com) (the “Settlement Website”). In the event of any conflict between the Settlement Agreements and this Notice, the terms of the Settlement Agreements shall control.

#### 1. The Settling Defendants’ Payment for the Benefit of the Settlement Class

##### a. No Right to Reversion

The Settlement Agreements do not provide the Settling Defendants with a right of reversion. That is, no matter how many members of the Settlement Class fail to file a Proof of Claim and Release or choose to opt out, if the Settlements are not terminated and are finally approved by the Court, none of the Settlement monies will revert to the Settling Defendants.

##### b. The Settling Defendants’ Potential Right To Termination

Sections 21 and 23 of the Settlement Agreements describe the Settling Defendants’ right to terminate if certain events occur. With respect to each such event, each Settling Defendant has the right (as qualified in the Settlement Agreements), but not the obligation, to determine to exercise, in its sole discretion, its right to terminate if the event occurs.

##### c. Plan of Allocation

The Plan of Allocation is available for review on the Settlement Website at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com). The daily artificiality matrix, as described in the Plan of Allocation, is posted on the Settlement Website. Changes, if any, to the daily artificiality matrix based on newly-available data or information will be promptly posted on the Settlement Website. Members of the Settlement Class are strongly encouraged to review the Settlement Website for any changes to the Plan of Allocation.

##### d. Changes or Further Orders by the Court

Any change by the Court of the Plan of Allocation, the time and place of the Fairness Hearing, or any other matter and all further orders or requirements by the Court will be posted on the Settlement Website at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com) as soon as practicable.

It is important that you refer to the Settlement Website, as no other notice may be published of such changes.

#### 2. The Releases, Discharge, and Covenant Not to Sue under the Settlement Agreements

**IF YOU HAVE NOT VALIDLY REQUESTED TO BE EXCLUDED FROM THE SETTLEMENT CLASS, WHEN THE SETTLEMENTS BECOME FINAL YOU WILL BE RELEASING THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENTS INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A PROOF OF CLAIM AND RELEASE.**

In exchange for the Settling Defendants’ payments, members of the Settlement Class will release their claims against the Released Parties as defined in the Settlement Agreements arising in any way out of transactions in Euroyen-Based Derivatives, whether or not asserted in the Laydon Action or Sonterra Action or in any other action based on the same facts and circumstances, as is more fully set forth below. The approval of the Settlements will result in the release of all claims asserted by the Settlement Class in both Actions.

(A) The Releasing Parties finally and forever release and discharge from and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands,

judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, common law or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, interest and damages, whenever incurred, for restitution or any other payment of money, and for liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to conduct alleged in the Actions, or which could have been alleged in the Actions against the Released Parties, including but not limited to conduct concerning any Euroyen-Based Derivatives or any similar financial instruments priced, benchmarked, settled to or otherwise affected by Yen-LIBOR or Euroyen TIBOR purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such similar financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), or in which any of the foregoing otherwise had any interest, or including, but not limited to, any alleged manipulation of Euroyen TIBOR and/or Yen-LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Euroyen TIBOR and/or Yen-LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

(B) With respect to Barclays, the following claims shall not be released by the Barclays Settlement:

(i) any claims against former Barclays employees arising solely from those former employees' conduct that occurred while those employees were not employed by Barclays; (ii) any claims against the named Defendants in these Actions other than Released Parties; (iii) any claims against interdealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of interdealer brokers; or (iv) any claims against any Defendant who may be subsequently added in these Actions, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to ICAP, the following claims shall not be released by the ICAP Settlement:

(i) any claims against the named Defendants (including all claims alleged against TP ICAP plc) in these Actions other than claims against the Released Parties; or (ii) any claims against any Defendant who may be subsequently added in these Actions, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to Tullett Prebon, the following claims shall not be released by the Tullett Prebon Settlement:

(i) any claims against the named Defendants (including all claims alleged against Nex International Limited (f/k/a ICAP plc) and ICAP Europe Limited) in these Actions other than claims against the Released Parties; or (ii) any claims against any Defendant who may be subsequently added in these Actions, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

(C) Although the foregoing release is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Actions), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of Section 1542 of the California Civil Code. The Settling Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

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The Settlement Agreements do not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any member of the Settlement Class against any person or entity other than the parties released in the Settlement Agreements are specifically reserved by the Plaintiffs and the Settlement Class Members.

### III. YOUR OPTIONS

#### A. Proof of Claim and Release for the Settlement Agreements

**IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE 2016 NOTICE, 2017 NOTICE, 2018 NOTICE, OR 2019 NOTICE, YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THESE SETTLEMENTS WITH THE SETTLING DEFENDANTS.** If you did not submit a timely proof of claim and release pursuant to the 2016 Notice, 2017 Notice, 2018 Notice, or 2019 Notice, then, to participate in and receive your share of the Net Settlement Funds, you must submit a valid and timely Proof of Claim and Release demonstrating that you are an Authorized Claimant as set forth in the Settlement Agreements. Proofs of Claim and Release must be postmarked to the Settlement Administrator (*see* address in Section VIII below) no later than April 28, 2023. A copy of the Proof of Claim and Release is attached hereto. You may also obtain a Proof of Claim and Release on the Settlement Website at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com).

Any member of the Settlement Class who previously submitted a Proof of Claim and Release in connection with the 2016 Notice, 2017 Notice, 2018 Notice, or 2019 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto. Any member of the Settlement Class who did not submit a proof of claim and release pursuant to 2016 Notice, 2017 Notice, 2018 Notice, or 2019 Notice and who fails to submit a Proof of Claim and Release by the dates in the manner specified will be barred from receiving any payment from the Net Settlement Funds (unless, by Order of the Court, an untimely Proof of Claim and Release submitted by such member of the Settlement Class is approved), but will in all other respects be bound by the terms of the Settlement Agreements and by the Final Judgment(s) entered on the Settlement Class's claims.

#### B. Object to the Settlements

Any member of the Settlement Class may appear at the Fairness Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness, and adequacy of the proposed Settlements or any related matter (including the request for attorneys' fees or the Plan of Allocation or any other matter).

However, no person shall be heard in opposition to the Settlement Agreements, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, on or before February 7, 2023, such person files with the Court (and serves the same on or before such filing by hand or overnight mail on the Class Counsel and counsel of record for the Settling Defendants listed below) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to intervene, including all support that the objecting member of the Settlement Class wishes to bring to the Court's attention and all evidence the objecting member of the Settlement Class wishes to introduce in support of his, her, or its objection or motion. Such submission must contain: (i) a heading that refers to the Actions by case names and case numbers; (ii) a statement of the specific legal and factual basis for each objection or intervention argument, including whether the objection applies only to the objecting person, a specific subset of the Class or the entire Class; (iii) a statement of whether the objecting or intervening person or entity intends to appear at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, and telephone number; (iv) a description of any and all evidence the objecting person or entity may offer at the Fairness Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Fairness Hearing; and documentary proof of the objecting person's membership in the Settlement Class; (v) a description of the Euroyen-Based Derivatives transactions entered into by the member of the Settlement Class that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, and the notional amount of the transaction); and (vi) a list of other cases in which the objector or intervenor or counsel for the objector or intervenor has appeared either as an objector or counsel for an objector in the last five years. Persons who have timely submitted a valid request for exclusion are not members of the Settlement Class and are not entitled to object. All written objections must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative), even if the member of the Settlement Class is represented by counsel.

Vincent Briganti <b>LOWEY DANNENBERG, P.C.</b> 44 South Broadway, Suite 1100 White Plains, NY 10601-2310	Matthew J. Porpora <b>SULLIVAN &amp; CROMWELL LLP</b> 125 Broad Street New York, NY 10004	Shari A. Brandt <b>PERKINS COIE LLP</b> 1155 Avenue of the Americas, 22 <sup>nd</sup> Floor New York, NY 10036
<i>Class Counsel</i>	<i>Counsel for Barclays</i>	<i>Counsel for ICAP and Tullett Prebon</i>

#### C. Request to be Excluded from the Settlement Class for the Settlement Agreements

To exclude yourself from the Settlement Class for the Settlement Agreements, you must submit a written request that clearly states: (i) the name, address, and telephone number of the member of the Settlement Class; (ii) a list of all trade names or business names that the member of the Settlement Class requests to be excluded; (iii) the name of the Actions ("*Laydon v. Mizuho Bank, Ltd., et al.*", No.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*Laydon v. Mizuho Bank, Ltd., et al.*

No. 12-cv-3419 (GBD)

*Fund Liquidation Holdings LLC, et al. v. UBS AG, et al.*

No. 15-cv-5844 (GBD)

**PROOF OF CLAIM AND RELEASE**

If you are a member of the Settlement Class as defined below, then in order to be entitled to a distribution, you must complete, sign, and mail this Proof of Claim and Release and necessary supporting documentation to the Settlement Administrator at the following address, postmarked no later than April 28, 2023:

Euroyen Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217

**Do not submit your claim to the Court.**

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Euroyen-Based Derivatives<sup>1</sup> during the period from January 1, 2006 through June 30, 2011, inclusive (the “Class Period”), provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants (as defined in the Settlement Agreements<sup>2</sup>) and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

Notwithstanding the exclusions contained in the immediately preceding sentence, and solely for purposes of the Settlements and the Settlement Class,

<sup>1</sup> “Euroyen-Based Derivatives” means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR- and/or Euroyen TIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR- and/or Euroyen TIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR- and/or Euroyen TIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

<sup>2</sup> The “Settlement Agreements” mean the Stipulation and Agreement of Settlement with Barclays Bank PLC, Barclays Capital, Inc., and Barclays PLC (collectively, “Barclays”) entered into on July 22, 2022, the Stipulation and Agreement of Settlement with Nex International Limited (f/k/a ICAP plc) and ICAP Europe Limited (collectively, “ICAP”) entered into on July 20, 2022, and the Stipulation and Agreement of Settlement with TP ICAP plc (f/k/a Tullett Prebon plc) and n/k/a TP ICAP Finance plc (“Tullett Prebon”) entered into on July 20, 2022. Collectively, Barclays, ICAP, and Tullett Prebon are the “Settling Defendants” and, individually, a “Settling Defendant.”

Investment Vehicles shall not be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised and (ii) directly or indirectly held a beneficial interest in that Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

If you are a member of the Settlement Class as described above who transacted in Euroyen-Based Derivatives during the Class Period, then by properly filling out, signing, and returning this Proof of Claim and Release and furnishing the required supporting documentation, you may be entitled to share in the proceeds from the Net Settlement Funds. Submission of this Proof of Claim and Release does not ensure that you will share in any of the proceeds of the Net Settlement Funds. If you timely submitted a Proof of Claim and Release pursuant to the class notice dated June 22, 2016 (the “2016 Notice”) related to the \$58 million in settlements with Defendants R.P. Martin Holdings Limited, Martin Brokers (UK) Ltd., Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., Citigroup Global Markets Japan Inc., HSBC Holdings plc, and HSBC Bank plc; pursuant to the August 3, 2017 Notice, amended September 14, 2017 (the “2017 Notice”) related to the \$148 million in settlements with Defendants Deutsche Bank AG, DB Group Services (UK) Ltd., JPMorgan Chase & Co., JPMorgan Chase Bank, National Association, and J.P. Morgan Securities plc; pursuant to the March 8, 2018 Notice (the “2018 Notice”) related to the \$30 million settlement with The Bank of Tokyo-Mitsubishi UFI, Ltd. (“BTMU”) and Mitsubishi UFI Trust and Banking Corporation (“MUTB”); or pursuant to the September 11, 2019 Notice (the “2019 Notice”) related to the \$39,250,000 settlement with Mizuho Bank, Ltd., Mizuho Corporate Bank, Ltd., and Mizuho Trust & Banking Co., Ltd. (collectively, “Mizuho”), The Norinchukin Bank (“Norinchukin”), and Sumitomo Mitsui Banking Corporation (“SMBC”), and the \$31,750,000 settlement with The Bank of Yokohama, Ltd. (“The Bank of Yokohama”), Shinkin Central Bank (“Shinkin”), The Shoko Chukin Bank, Ltd. (“Shoko Chukin”), Sumitomo Mitsui Trust Bank, Ltd. (“Sumitomo”), and Resona Bank, Ltd. (“Resona”), *you do not have to submit a new Proof of Claim and Release to participate in the Settlements with the Settling Defendants.*

If you omit needed documentation or information, your claim may be considered defective by the Settlement Administrator. If so, you will be notified of the defect and given an opportunity to cure by providing additional documentation or information. You must include all trade information for all transactions and all positions held in Euroyen-Based Derivatives at any time between January 1, 2006 and June 30, 2011, inclusive, for all accounts you own or control.

If you qualify as a member of the Settlement Class and fail to submit a valid and timely Proof of Claim and Release pursuant to these instructions or fail to provide adequate documentation of your pertinent transactions and/or holdings, you may be precluded from recovery against the Net Settlement Funds. Unless you validly exclude yourself from the Settlement Class, you will nevertheless be bound by the terms of any judgment entered in the Actions whether or not you submit a Proof of Claim and Release and will be a Releasing Party as defined in the Settlement Agreements.

The completed Proof of Claim and Release and the information submitted therewith will be treated as confidential and will be used solely for purposes of administering the Settlements. Knowingly submitting inaccurate or incomplete information may subject you to civil or criminal penalties.

**IF YOU HAVE ANY QUESTIONS CONCERNING THIS PROOF OF CLAIM AND RELEASE, WRITE TO, CALL, OR GO ONLINE AT:**

Euroyen Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217  
866-217-4453  
[www.EuroyenSettlement.com](http://www.EuroyenSettlement.com)

**DO NOT CONTACT THE COURT IF YOU HAVE QUESTIONS CONCERNING THIS PROOF OF CLAIM AND RELEASE.**

**ABDCCA54073**  
**FOR OFFICIAL USE ONLY**

*Euroyen Settlement*  
**PROOF OF CLAIM AND RELEASE**  
Please print or type.

**MUST BE POSTMARKED OR  
RECEIVED NO LATER THAN  
APRIL 28, 2023**

I, \_\_\_\_\_, declare under 28 U.S.C. § 1746 that:  
[Full legal name of person filling out this form]

**Item 1 — CLAIMANT IDENTIFICATION**

Please provide the following information if you or the entity for which you are executing the claim (collectively, "you") transacted in or held Euroyen-Based Derivatives:

Claimant Name(s) ("Claimant?"): \_\_\_\_\_

- Individual     Corporation     Estate     Other (specify) \_\_\_\_\_

Name of Person Executing Claim: \_\_\_\_\_

Capacity of Person Executing Claim: \_\_\_\_\_

Claimant Address: \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Foreign Province \_\_\_\_\_

Foreign Postal Code \_\_\_\_\_

Foreign Country \_\_\_\_\_

Claimant Daytime Phone Number: \_\_\_\_\_

( \_\_\_\_\_ ) \_\_\_\_\_

Claimant Social Security, Employer Identification, or Federal Tax Identification Number: \_\_\_\_\_

or \_\_\_\_\_

Claimant Email Address: \_\_\_\_\_

Nature of the Claimant's Business:

If you require additional space on this or any other section of the Proof of Claim and Release, attach an additional page to the end of the claim form. Do not submit multiple Proofs of Claim and Release.

**Item 2 - List of Brokers or Futures Commission Merchants**

Please list all brokers or futures commission merchants ("FCMs") at which you maintained accounts in which you traded or held Euroyen-Based Derivatives.

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**Item 3 - List of Account Names and Account Numbers**

Please provide a list of all account names and account numbers for each entity you listed in response to "Item 2" above in which you traded or held Euroyen-Based Derivatives.

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**Item 4 - Proof of Qualifying Transactions**

Please provide proof of all of your transactions and/or holdings in Euroyen-Based Derivatives between January 1, 2006 and June 30, 2011, inclusive. For certain transactions described more fully below, you must provide sufficient documentation to allow the Settlement Administrator to determine whether a transaction in Euroyen-Based Derivatives was entered into by a U.S. Person or by a Person from or through a location within the U.S.

You must provide proof for each and every transaction in, or holding of, a Euroyen-Based Derivative, regardless of whether your transaction or holding resulted in a gain or a loss. If necessary documents are not in your possession, please obtain them or their equivalent from your broker or tax advisor or other sources if it is possible for you to do so.

If you have this information in an electronic form, you are strongly encouraged to submit the information electronically. The Settlement Administrator may ask you to provide some or all of the hard copy printouts of your relevant trading records. The following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com).

The Settlement Administrator will determine your Allowed Claim (as set forth in the Plan of Allocation) by analyzing your transactions in, and holdings of, Euroyen-Based Derivatives.

Your Euroyen-Based Derivatives transaction data should always include trade dates. Do not offset opening and closing transactions or provide net position or trading information. It is important that you supply the information requested to the fullest extent possible.

The Settlement Administrator will consider any open positions (long or short) in Euroyen-Based Derivatives that you held as of the start of the Class Period on January 1, 2006. This determination shall be based on trade dates, not settlement dates.

For all Euroyen-Based Derivatives traded on a futures exchange (Euroyen TIBOR futures and Japanese Currency futures traded on the Chicago Mercantile Exchange ("CME"), and Euroyen TIBOR futures traded on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE")), please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any of the following Euroyen-Based Derivatives

QUESTIONS? VISIT [WWW.EUROYENSETTLEMENT.COM](http://WWW.EUROYENSETTLEMENT.COM) OR CALL TOLL-FREE 866-217-4453.



futures contracts on the following futures exchanges: TFX, SGX, or LIFFE, you must also provide proof you were a U.S. Person,<sup>3</sup> or traded such futures from or through a location within the U.S. at the time of the transaction.

**If you have any of the below transaction information in an electronic form, you are strongly encouraged to submit the information electronically. The Settlement Administrator may ask you to provide some or all of the hard copy printouts of your relevant trading records including confirmations and ISDA agreements relating to the transactions. Electronic filing templates can be found at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com).**

As of December 31, 2005, please list each open position of a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or Japanese Yen currency futures contract on the CME:

Contract Type (TIBOR or YEN)	Exchange (CME, TFX, SGX, LIFFE)	Open Positions in Euroyen TIBOR futures contracts or Japanese Yen currency futures contracts	Short Position (Insert the number of contracts)	Long Position (Insert the number of contracts)

For purchase or sale of a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); a purchase or sale of a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or for each a purchase or sale of a Japanese Yen currency futures contract on the CME, provide the following information for each transaction:

Contract Type (TIBOR or YEN)	Exchange (CME, TFX, SGX, LIFFE)	Date of Transaction	Contract Month	Number of Contracts In Transaction	Transaction Price	Purchase or Sale	Brokerage Firm and Account Number in Which Transaction Was Made
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		/ /					

For transactions in Yen-LIBOR- and/or Euroyen TIBOR-based interest rate swaps and/or forward rate agreements entered into by a U.S. Person, or by a Person from or through a location within the U.S., provide the following information for each transaction:

<sup>3</sup> “U.S. Person” means a citizen, resident, or domiciliary of the United States or its territories; a corporation, including a limited liability company, either incorporated or headquartered in the United States or its territories; a partnership created or resident in the United States or its territories; any other Person or entity created and/or formed under the laws of the United States, including any state or territory thereof; or any other Person or entity residing or domiciled in the United States or its territories.

Date of Transaction	Transaction Type (Buy, Sell, Cancel)	Name of Counterparty	Notional Amount (Expressed in Yen)	Fixed and Floating Rate Terms	First Reset Date	Frequency of Resets	Are you the payer or receiver of the fixed rate?	Currency paid or received
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For each reset payment made or received by a U.S. Person, or by a Person from or through a location within the U.S., provide the following information for each transaction:

Date of Transaction	Did you pay or receive interest on this day? (P or R)	Name of Counterparty	Notional Amount of Underlying Swap (Expressed in Yen)	Fixed and Floating Rate Terms	First Reset Date	Frequency of Resets	Currency Paid or Received	Amount Paid or Received
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For Japanese Yen currency forward agreement transactions entered into by a U.S. Person, or by a Person from or through a location within the U.S., provide the following information for each transaction:

Date of Transaction	Name of Counterparty (if applicable)	Name of FCM (if applicable)	Notional Amount (Expressed in Yen)	Base Currency	Term Currency	Are you the seller or buyer of the Base Currency?	Settlement Date	List payments made or received on reset dates
/ /							/ /	
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For a purchase or sale of an option on a Yen-LIBOR- and/or Euroyen TIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S., please provide the following information for each transaction:

Opening Positions (as of December 31, 2005)	Date of Transaction	Name of Counterparty	Notional Amount (Expressed in Yen)	Fixed and Floating Rate Terms	Expiration Date (If Option)	Buyer or Seller of Swap/option?	Amount of Premium Paid or Received?	Option Exercised?
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Class Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

It is important that you accurately disclose all positions in Euroyen-Based Derivatives that were open as of the start of the Class Period and all transactions in those contracts during the Class Period. You expressly consent to the release to the Settlement Administrator of any and all documents reflecting your transactions or holdings in Euroyen-Based Derivatives that may be obtained from the Settling Defendants or third parties, including, but not limited to, your brokerage firm(s), your FCMs, the Commodity Futures Trading Commission (“CFTC”), and/or the CME/TFX/SGX/LIFFE, or any other source with this transaction information. By executing this Proof of Claim and Release, you hereby permit the Settlement Administrator to request from your brokerage firm(s), your FCMs, the CFTC, the CME/TFX/SGX/LIFFE, or any other source with this transaction information relevant information about your transactions in Euroyen-Based Derivatives in order to compute any payment that may be due to you from the Net Settlement Funds.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) certify that reasonable efforts have been made to locate all information requested in this Proof of Claim and Release above and that all information supplied in connection with this Proof of Claim and Release is true, correct, and complete.

You understand that the information provided herein is subject to verification, and you (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree to cooperate in any such verification, including by furnishing additional information to support this claim and by assisting the Settlement Administrator if requested to do so.

You understand that the Settlement Administrator will determine the adequacy of the Claimant’s Proof of Claim and Release and supporting documentation.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) consent to the jurisdiction of the United States District Court for the Southern District of New York (the “Court”) with respect to all matters concerning this Proof of Claim and Release including, without limitation, any efforts to enforce the terms of the Settlement Agreements or any order or judgment of the Court.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree to the terms of the Settlements as set forth in the Settlement Agreements and acknowledge being bound by and subject to the terms of any order or judgment that may be entered in the Actions, including the Final Order and Judgment. You may obtain a copy of the Settlement Agreements at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com).

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) acknowledge that this Claim Form constitutes a release and covenant not to sue in conformity with Section 12 of the Settlement Agreements in order to receive the appropriate share, if any, of the Net Settlement Funds.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree that the submission of this Proof of Claim and Release constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties as set forth in the Settlement Agreements and at the end of this Proof of Claim and Release.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) certify that you are not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code of 1986, as amended, because: (a) the Claimant is exempt from backup withholding; or (b) the Claimant has not been notified by the Internal Revenue Service (the “I.R.S.”) that the Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified the Claimant that the Claimant is no longer subject to backup withholding.

**I declare or affirm under penalties of perjury that the foregoing statements and the documents and information attached hereto, including the Social Security or Employer Identification Number shown on this Proof of Claim and Release, are true, correct, and complete, and that I agree to the Release and Covenant Not to Sue as set forth in the Settlement Agreements. I understand that the withholding or misrepresentation of any information described herein may constitute a criminal offense subject to penalties under the law.**

This Proof of Claim and Release was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_.

(City/Province)

(State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Capacity of Person Signing (e.g., President, Trustee, Custodian, etc.)

If you are acting for an entity, please submit proof of your authority (e.g., corporate resolution, trust agreement, etc.).

12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund Ltd., et al. v. UBS AG, et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.)”); (iv) a statement certifying such person is a member of the Settlement Class; (v) a description of the Euroyen-Based Derivatives transactions entered into by the member of the Settlement Class that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, and the notional amount of the transaction); and (vi) a statement that “I/we hereby request that I/we be excluded from the Settlement Class”; and (vii) a statement specifying that such person is requesting exclusion from the Settlement Class as it relates to one or more of the Settlements. All written requests must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative) and notarized, even if the member of the Settlement Class is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by U.S. First-Class Mail (preferably certified mail) (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator (*see* address in Section VIII). Requests for exclusion must be postmarked no later than February 7, 2023.

If you exclude yourself from the Settlement Class for the Settlement Agreements, you will not be bound by the Settlement Agreement and can independently pursue claims you may have against the Settling Defendants at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlement Agreements, you will not be eligible to share in the Net Settlement Funds. In addition, if you exclude yourself from the Settlement Class, you will not be entitled to object to the Settlements or to appear at the Fairness Hearing.

#### **IV. PROOF OF CLAIM AND RELEASE**

The Proof of Claim and Release, which includes instructions on how and when to make a claim, is included with this Notice. You may also obtain a Proof of Claim and Release on the Settlement Website at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com) or you may request that a Proof of Claim and Release be mailed to you by calling the Settlement Administrator toll-free at 1-866-217-4453. You should consider reading the Settlement Agreements and you should read the Proof of Claim and Release carefully before submitting your Proof of Claim and Release or determining another course of action.

#### **V. ATTORNEYS’ FEES AND COSTS**

Members of the Settlement Class are not personally responsible for payment of attorneys’ fees or expenses. As compensation for their time and their risk in prosecuting the litigation on a wholly contingent fee basis for approximately 7 years, Class Counsel will ask the Court for an award of attorneys’ fees in the amount of no more than twenty percent (20%), or \$4,500,000, of the Settlement Funds, as a common fund; an award for unreimbursed litigation costs and expenses in the amount of no more than \$250,000; and an award to replenish the litigation fund created to reimburse their costs and expenses in the amount of up to \$500,000, all to be deducted from the Settlement Funds. Additionally, Class Counsel may apply, at the time of any application for distribution to qualifying members of the Settlement Class, for an award from the Settlement Funds of attorneys’ fees for services performed and reimbursement of expenses incurred in connection with the administration of the Settlement Agreements after the date of the Fairness Hearing. Plaintiffs are considering whether it is appropriate to seek an award from the Settlement Fund as reimbursement of their own expenses and compensation for their time devoted to this litigation. Plaintiffs have agreed that any award, if requested, will not exceed a total of \$450,000. Any such amount constitutes the Service Award.

#### **VI. FAIRNESS HEARING AND RIGHT TO OBJECT**

The Court has scheduled a Fairness Hearing for March 14, 2023, at 10:00 a.m. to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11A. At the Fairness Hearing, the Court will determine, among other things, if the proposed Settlements are fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, and Plaintiffs’ request for Service Awards.

The time and date of the Fairness Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend. As soon as practicable after any change in the scheduled date and time, such change will be posted on the Settlement Website.

If you are a member of the Settlement Class, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlement or other applications should or should not be approved. However, if you wish to appear, you must submit a written statement, along with any materials you wish the Court to consider—*see* Section III.B above. This written statement must be received by the Court (at the address provided above) no later than February 7, 2023, or it will not be considered. Such materials must also be served on Class Counsel and counsel of record for the Settling Defendants at the addresses set forth in Section III.B. by overnight mail or by hand or they will not be considered.

**VII. CHANGE OF ADDRESS**

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com), or send it to the Settlement Administrator at the address set forth in Section VIII below.

**VIII. THE SETTLEMENT ADMINISTRATOR**

The Court has appointed A.B. Data, Ltd. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing notice of the Settlements to the Settlement Class and processing Proof of Claim and Release forms. You may contact the Settlement Administrator through the Settlement Website, by telephone toll-free at 1-866-217-4453, or by writing to the Settlement Administrator at the below address:

Euroyen Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217

**IX. ADDITIONAL INFORMATION**

The Settlement Agreements and other important documents related to these Actions are available online at [www.EuroyenSettlement.com](http://www.EuroyenSettlement.com) and also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. If you have questions about this Notice, the procedure for registering, or the Settlement Agreements, you may contact Class Counsel at the address listed in Section III.B.

**DO NOT CONTACT THE DISTRICT COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.**

Dated: October 5, 2022

**BY ORDER OF THE COURT.**  
Clerk of the United States District Court  
Southern District of New York

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Euroyen Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217

**COURT APPROVED NOTICE REGARDING**  
*Euroyen Settlement*

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