



January 9, 2018

**VIA ECF AND FEDERAL EXPRESS**

The Honorable P. Kevin Castel  
United States Courthouse  
Southern District of New York  
500 Pearl Street  
New York, New York 10007-1312

**Re: *Sullivan v. Barclays PLC, et al.*, No. 13-cv-2811**

Dear Judge Castel:

We are Class Counsel in the above-captioned action. In accordance with the Court's July 6, 2017 Order (ECF No. 364) ("Order"), enclosed please find the Affidavit of Eric J. Miller on Behalf of A.B. Data, Ltd. Regarding Notice and Claims Administration, attesting to the Settlement Administrator's compliance with the notice provisions as described in the Order. Additionally, we enclose the Declaration of Patrick J. Ivie on behalf of settling defendants Deutsche Bank AG and DB Group Services (UK) Ltd. ("Deutsche Bank") concerning Mailed Notices provided by Deutsche Bank pursuant to its Settlement Agreement.

The next conference before the Court will be on May 18, 2018 for the Settlement Hearing.

Respectfully submitted,

/s/ Vincent Briganti  
Vincent Briganti

/s/ Christopher Lovell  
Christopher Lovell

Encs.

cc: All Counsel of Record (via ECF)

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

STEPHEN SULLIVAN, WHITE OAK FUND LP,  
CALIFORNIA STATE TEACHERS' RETIREMENT  
SYSTEM, SONTERRA CAPITAL MASTER FUND,  
LTD., FRONTPOINT PARTNERS TRADING  
FUND, L.P., AND FRONTPOINT AUSTRALIAN  
OPPORTUNITIES TRUST on behalf of themselves  
and all others similarly situated,

Docket No. 13-cv-02811 (PKC)

Plaintiffs,

- against -

BARCLAYS PLC, BARCLAYS BANK PLC,  
BARCLAYS CAPITAL INC., BNP PARIBAS S.A.,  
CITIGROUP, INC., CITIBANK, N.A.,  
COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., CRÉDIT AGRICOLE  
S.A., CRÉDIT AGRICOLE CIB, DEUTSCHE BANK  
AG, DB GROUP SERVICES UK LIMITED, HSBC  
HOLDINGS PLC, HSBC BANK PLC, ICAP PLC,  
ICAP EUROPE LIMITED, J.P. MORGAN CHASE &  
CO., JPMORGAN CHASE BANK, N.A., THE ROYAL  
BANK OF SCOTLAND PLC, SOCIÉTÉ GÉNÉRALE  
SA, UBS AG AND JOHN DOE NOS. 1-50,

Defendants.

STATE OF FLORIDA        )  
  ) ss.  
PALM BEACH COUNTY    )

**AFFIDAVIT OF ERIC J. MILLER ON BEHALF OF A.B. DATA, LTD. REGARDING  
NOTICE AND CLAIMS ADMINISTRATION**

I, Eric J. Miller, being duly sworn, certify as follows:

1. I am the Vice President of Client Services of A.B. Data, Ltd.'s Class Action Administration Division ("A.B. Data"). I am over 21 years of age and am not a party to this Action.

My business address is 3507 Kyoto Gardens Drive, Suite 200, Palm Beach Gardens, FL 33410, and my telephone number is 561-336-1801. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I submit this Affidavit in order to provide the Court and the parties to the above captioned class action litigation (“Action”) with information regarding the mailing of the Notice of Proposed Class Action Settlements, May 18, 2018 Fairness Hearing Thereon, and Settlement Class Members’ Rights (the “Mailed Notice”) and Proof of Claim and Release (the “Claim Form” and collectively with the Mailed Notice, the “Notice Packet”), the publication of Publication Notice, the establishment and maintenance of a website, and other administrative activities.

3. Pursuant to Paragraph 11 of the Order Preliminarily Approving Proposed Settlement with Deutsche Bank AG and DB Group Services (UK) Ltd., Scheduling Hearing for Final Approval of Proposed Settlements with Barclays plc, Barclays Bank plc, Barclays Capital Inc., HSBC Holdings plc, HSBC Bank plc, Deutsche Bank AG and DB Group Services (UK) Ltd., and Approving the Proposed Form and Program of Notice to the Class, entered on July 6, 2017 (the “Preliminary Approval Order”), the Court appointed A.B. Data to serve as Settlement Administrator to supervise and administer the notice procedure in connection with the proposed Settlements. This Affidavit reports the implementation of the notice program (*see* Affidavit of Linda V. Young, attached as Ex. 2 to the Declaration of Vincent Briganti, Esq. (the “Proposed Notice Program”), ECF No. 360-2), which consisted of the following:

- A. Disseminating copies of the Mailed Notice to potential Settlement Class Members, including: i) Euribor Products<sup>1</sup> counterparties of Barclays plc, Barclays Bank plc,

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<sup>1</sup>“Euribor Products” means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, New York Stock Exchange (“NYSE”) London International Financial Futures and Options Exchange (“LIFFE”) Euribor futures contracts and options, Chicago Mercantile Exchange (“CME”) Euro currency futures contracts and options,

and Barclays Capital Inc. (collectively, “Barclays”); ii) Euribor Products counterparties of HSBC Holdings plc and HSBC Bank plc (collectively, “HSBC”); iii) Euribor Products counterparties of Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); iv) Euribor Products counterparties of Defendants Citigroup Inc. and Citibank, N.A. (collectively, “Citi”) and JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”); v) Euribor Products counterparties of U.S. subsidiaries of the Defendants that were dismissed on personal jurisdiction grounds, to the extent such information is obtained in discovery; vi) agents and brokers selling FOREX services; vii) senior executives of hedge funds, investment banks, and real-estate companies; viii) currency traders dealing with Euro; ix) pension-fund managers and derivatives traders; x) FOREX market traders; xi) large traders of CME Euribor Products; xii) members of the International Swaps and Derivatives Association, Inc. (“ISDA”); xiii) the largest banks and brokerage houses; and xiv) any additional reasonably identifiable members of the Settlement Class;

- B. Publishing and releasing the Publication Notice as follows: i) *The Wall Street Journal*; ii) *Investor’s Business Daily*; iii) *Financial Times*; iv) *Modern Trader*; v) *Stocks & Commodities*; vi) *Global Capital*; vii) *Hedge Fund Alert*; viii) *Grant’s Interest Rate Observer*; ix) *Futuresmag.com*; x) *FINAlternatives.com*; xi) *Traders.com*; xii) *HFAAlert.com*; xiii) *FOW.com*; xiv) *GlobalCapital.com*; and xv) PR Newswire;
- C. Disseminating notice electronically by email through: i) *Stocks & Commodities*; ii) *Modern Trader*; and iii) *FINAlternatives*; and
- D. Establishing a case-specific website, which made available copies of the Mailed Notice and Proof of Claim and Release forms in downloadable form, as well as other case-related documents, at [www.EuriborSettlement.com](http://www.EuriborSettlement.com).

#### **DIRECT MAIL NOTICE**

4. On or about September 29, 2017, A.B. Data received from Class Counsel files containing both the names and addresses of Euribor Products counterparties of Barclays. On November 24, 2017, A.B. Data subsequently received additional files from Class Counsel on behalf of Barclays to be used as part of the initial notice mailing. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate

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Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.

names and addresses. The names and addresses were then loaded to a segregated database created for this Action.

5. On November 10, 2017, A.B. Data received from counsel for HSBC files containing both the names and addresses of Euribor Products counterparties of HSBC. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action.

6. On November 16, 2017, A.B. Data received from Class Counsel files containing both the names and addresses of Euribor Products counterparties of Deutsche Bank. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action.

7. On or about December 20, 2017, A.B. Data received from Class Counsel files containing both the names and addresses of CME Clearing members and large traders of CME Euribor Products. According to the CFTC's Commitments of Traders reports, on average during the Class Period, 74.25% of Euro futures contracts were held by large traders. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action.

8. On December 29, 2017, A.B. Data received from Class Counsel files containing both the names and addresses of Citi and JPMorgan counterparties obtained during discovery to be included in the initial notice mailing. The data received was electronically processed by A.B. Data

to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action.

9. On January 2, 2018, A.B. Data received from Class Counsel files containing both the names and addresses of Euribor Products customers subpoenaed from third parties to be included in the initial notice mailing. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action

10. A.B. Data maintains a database of the largest banks, brokerage houses and clearing firms, and members of ISDA. For this Action, A.B. Data further supplemented this database with clearing members from the London International Financial Futures and Options Exchange (“LIFFE”) and Chicago Mercantile Exchange (“CME”), agents and brokers selling FOREX services, senior executives of hedge funds, investment banks, and real-estate companies, currency traders dealing with Euro, pension-fund managers and derivatives traders, FOREX market traders and the largest foreign-exchange and interest-rate-derivatives dealers in the United States (the “A.B. Data Mailing Database”).

11. A.B. Data compiled all of the names and addresses referenced in ¶¶ 4 - 10 above resulting in 153,653 distinct records for mailing (the “Initial Mailing List”). A.B. Data standardized and updated the Initial Mailing List addresses using NCOALink<sup>®</sup>, a national database of address changes that is compiled by the United States Postal Service (the “USPS”).

12. Pursuant to Paragraph 16 of the Preliminary Approval Order, the mailing was to be commenced on November 29, 2017 and be completed no later than January 5, 2018 (or thirty-seven (37) days after class notice commences). Beginning November 29, 2017, and continuing through January 5, 2018, A.B. Data caused 153,653 Notice Packets to be mailed via first-class mail, postage

prepaid, to persons and entities on the Initial Mailing List. A true and accurate copy of the Notice Packet is attached hereto as Exhibit A.

### **MEDIA NOTICE**

13. In accordance with Paragraph 17 of the Preliminary Approval Order and as described in the Proposed Notice Program (ECF No. 360-2) approved by the Court, A.B. Data utilized paid and earned media to reach unidentifiable Class Members, including national financial newspapers, national financial magazines, national targeted financial websites, email notice through an email “blast,” national sponsorship of selected financial newsletters, and earned media, including a news release.

14. On November 29, 2017, A.B. Data caused the Publication Notice to be released via *PR Newswire*. Copies of proof of publication over *PR Newswire* is attached hereto as Exhibit B.

15. Beginning on December 5, 2017, A.B. Data caused the Publication Notice to be placed in each of the following publications. A copy of the Publication Notice is attached hereto as Exhibit C.

<b>Publication</b>	<b>Issue Date</b>
<i>The Wall Street Journal</i> (U.S. audience only)	12/5/2017, 12/15/2017
<i>Investor’s Business Daily</i>	12/11/2017, 12/18/2017
<i>Financial Times</i> (U.S. audience only)	12/14/2017, 12/18/2017
<i>Modern Trader</i> (formerly Futures Magazine)	Scheduled – 1/2/2018
<i>Stocks &amp; Commodities</i>	Scheduled - 1/15/2018
<i>Global Capital</i>	12/15/2017, 1/5/2015, 1/12/2015
<i>Hedge Fund Alert</i>	12/13/2017
<i>Grant’s Interest Rate Observer</i>	12/15/2017

16. Beginning on December 11, 2017, A.B. Data caused banner ads to be placed on the following websites. A sample copy of the banner ads is attached hereto as Exhibit D.

<b>Website</b>	<b>Issue Date</b>
Futuresmag.com	Scheduled - 12/18/2017 through 2/10/2018

FINAlternatives.com	Scheduled - 12/18/2017 through 2/10/2018
Traders.com	Scheduled - 12/18/2017 through 2/10/2018
HFAlert.com	Scheduled - 1/2/2018 through 1/31/2018
FOW.com	Scheduled - 1/2/2018 through 1/31/2018
GlobalCapital.com	Scheduled - 12/18/2017 through 2/10/2018

17. A.B. Data will cause banner ads to be placed at the top of newsletters to “opt-in” subscribers of financial newsletters.

<b>Publication E-newsletter</b>	<b>Issue Date</b>
<i>Futures &amp; Options World</i>	Scheduled – 1/2/2018 through 1/31/2018
<i>Stocks &amp; Commodities</i>	Scheduled – 1/16/2018
Futuresmag.com	Scheduled – 1/11/2018
FINAlternatives.com	Scheduled – 1/9/2018

18. A.B. Data will coordinate an email blast of the Publication Notice to be sent to “opt-in” subscribers of the following publications.

<b>Website</b>	<b>Issue Date</b>
<i>Stocks &amp; Commodities</i>	Scheduled – 1/9/2018
<i>Modern Trader</i>	Scheduled – 1/11/2018
<i>Finalternatives</i>	Scheduled – 1/9/2018

### **WEBSITE**

19. In accordance with Paragraph 19 of the Preliminary Approval Order, on or about November 29, 2017, A.B. Data established the case-specific website, [www.EuriborSettlement.com](http://www.EuriborSettlement.com), for the above-captioned Action. The website lists, among other things, the exclusion, objection and claim filing deadlines, the date and time of the Fairness Hearing, general information regarding the case and its current status, and provides answers to frequently asked questions. Users of the website can view and download copies of the Settlement Agreements (including exhibits), the Preliminary Approval Order, the Mailed and Publication Notices, the Proof of Claim and Release, and copies of other court documents. A true and accurate copy of the web homepage is attached as Exhibit E.



20. Additionally, the website includes an email address (info@Euriborsettlement.com) for claimants to contact A.B. Data with questions or for any additional information.

**TOLL-FREE TELEPHONE LINE**

21. In accordance with Paragraph 20 of the Preliminary Approval Order, on or about November 29, 2017, a case-specific toll-free number, 800-492-9154, was established with an Interactive Voice Response system and live operators. Callers to the toll-free number are presented with a series of choices to respond to basic questions. If callers needed further help, they had the option to be transferred to a live operator during business hours.

**REPORT ON EXCLUSIONS**

22. Pursuant to Paragraph 30 of the Preliminary Approval Order and Section III. C of the Mailed Notice, those members of the Class requesting exclusion were to provide the following information: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Action (“*Sullivan et al. v. Barclays PLC et al.*, No. 13-cv-02811 (PKC) (S.D.N.Y.)”); (iv) a statement certifying such person is a Settlement Class Member; (v) a description of the Euribor Products transactions entered into by the Settlement Class Member 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 in *Sullivan et al. v. Barclays PLC et al.*, No. 13-cv-02811 (PKC) (S.D.N.Y.)” All written requests must be signed by the Settlement Class Member (or his, her or its legally authorized representative) and notarized, even if the Settlement Class Member is represented

by counsel, and sent by United States First-Class mail to the Settlement Administrator postmarked no later than April 13, 2018.

23. Pursuant to Paragraph 33 of the Preliminary Approval Order, A.B. Data will promptly log each Request for Exclusion that it receives and provide copies of the log to Class Counsel, Barclays' counsel, HSBC's counsel and Deutsche Bank's counsel.

24. As of the date of this Affidavit, A.B. Data has not received any requests for exclusion.

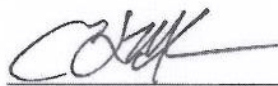
**REPORT ON OBJECTIONS**

25. Pursuant to Paragraph 25 of the Preliminary Approval Order and Section III. B of the Mailed Notice, those members of the Settlement Class who wish to object to any aspect of the Settlements, application for attorneys' fee and expenses, or the Final Approval Order and Final Judgment are to file such objection with the Court and serve on Class Counsel and counsel of record for Barclays, HSBC and Deutsche Bank no later than April 13, 2018.

26. As of the date of this Affidavit, A.B. Data has not received any objections to the Settlements and knows of no other objections sent to Class Counsel and/or counsel for the Barclays, HSBC or Deutsche Bank.


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

Executed this 9<sup>th</sup> day of January 2018.



Eric J. Miller

SUBSCRIBED and SWORN before me this 9<sup>th</sup> day of January 2017.

  
\_\_\_\_\_  
STEVEN STRAUB, Notary Public  
My commission expires May 18, 2020.

# EXHIBIT A

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

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*Sullivan et al. v. Barclays plc et al.*

No. 13-cv-2811 (PKC)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, MAY 18, 2018 FAIRNESS HEARING THEREON,  
AND SETTLEMENT CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS AND ENTITIES WHO TRANSACTED IN EURIBOR PRODUCTS BETWEEN JUNE 1, 2005 AND MARCH 31, 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 which Euribor Products<sup>1</sup> were traded between June 1, 2005 and March 31, 2011, inclusive, on behalf of customers that are Settlement Class Members 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 three proposed settlements and the pendency of the above-captioned class action (the "Action").

Plaintiffs<sup>2</sup> are traders of Euribor Products. Plaintiffs allege that Defendants conspired to manipulate and manipulated the Euro Interbank Offered Rate ("Euribor") and the prices of Euribor Products between June 1, 2005 and March 31, 2011, inclusive ("Class Period").

The Settling Defendants in the Action are Barclays plc, Barclays Bank plc, and Barclays Capital Inc. (collectively, "Barclays"), HSBC Holdings plc and HSBC Bank plc (collectively, "HSBC"), and Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"). The Settling Defendants have denied and continue to deny Plaintiffs' claims.

Plaintiffs entered into a settlement with Barclays on October 7, 2015 (the "Barclays Settlement Agreement"), entered into a separate settlement agreement with HSBC on December 27, 2016 (the "HSBC Settlement Agreement"), and entered into a separate settlement agreement with Deutsche Bank on May 10, 2017 (the "Deutsche Bank Settlement Agreement") (collectively, the "Settlements" or the "Settlement Agreements").<sup>3</sup>

Barclays, in order to resolve the claims against it, agreed to pay by wire transfer \$94,000,000 into the Barclays Settlement Fund<sup>4</sup> within fifteen (15) business days after the Execution Date. The foregoing payment, plus all interest earned thereon, constitutes the Barclays Settlement Fund.

HSBC, in order to resolve the claims against it, agreed to pay by wire transfer \$45,000,000 into the HSBC Settlement Fund within fourteen (14) days of the entry of an order by the Court preliminarily approving the settlement or directing that notice of such settlement be provided to Class Members and establishing the date of a hearing on final approval. The foregoing payment, plus all interest earned thereon, constitutes the HSBC Settlement Fund.

<sup>1</sup> "Euribor Products" means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, New York Stock Exchange ("NYSE") London International Financial Futures and Options Exchange ("LIFFE") Euribor futures contracts and options, Chicago Mercantile Exchange ("CME") Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.

<sup>2</sup> Plaintiffs include Stephen Sullivan, White Oak Fund LP, California State Teachers' Retirement System, Sonterra Capital Master Fund, Ltd., FrontPoint Partners Trading Fund, L.P., and FrontPoint Australian Opportunities Trust.

<sup>3</sup> The Settlement Agreements are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs' claims against the remaining Defendants.

<sup>4</sup> Capitalized terms, not otherwise defined herein, shall have the same meanings assigned to them in the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement.

Deutsche Bank, in order to resolve the claims against it, agreed to pay by wire transfer \$170,000,000 into the Deutsche Bank Settlement Fund within fifteen (15) business days after the Execution Date. The Barclays Settlement Fund, HSBC Settlement Fund, and Deutsche Bank Settlement Fund are collectively referred to as the “Settlement Funds.”

**Right to Submit a Proof of Claim and Release in the Barclays, HSBC, and Deutsche Bank Settlements.** Settlement Class Members may be entitled to share in the Net Settlement Funds if they submit a valid and timely Proof of Claim and Release postmarked no later than August 1, 2018. *See* Section III.A and Section IV below. The Proof of Claim and Release is attached.

However, if you are a Settlement Class Member but do not file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving those Settlements. *See* Section II.A.3 below.

**Fairness Hearing and Right to Object.** The Court has scheduled a public hearing on final approval for May 18, 2018 (“Settlement Hearing”). The purpose of the Settlement Hearing is to determine, among other things, whether the Settlements, the Plan of Allocation, the application by Class Counsel for attorneys’ fees and reimbursement of expenses, and Plaintiffs’ application for an Incentive Award 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 April 13, 2018, or they will not be considered. *See* Section III.B below.

**Right to Exclude Yourself from the Settlement Class for Any of the Settlements.** The Court will exclude you from the Settlement Class if you make a written request for exclusion from the Settlements in the form described in Section III.C that is postmarked to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth in Section VIII below no later than April 13, 2018. **To be valid, the request for exclusion must comply with the requirements set forth in the Court’s order dated July 5, 2017 (entered on July 6, 2017) 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 this Lawsuit

Plaintiffs allege that, during the Class Period, Defendants Barclays plc, Barclays Bank plc, Barclays Capital Inc., Citigroup, Inc., Citibank, N.A., Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), Crédit Agricole S.A., Crédit Agricole CIB, Deutsche Bank AG, DB Group Services (UK) Ltd., HSBC Holdings plc, HSBC Bank plc, ICAP plc, ICAP Europe Limited, J.P. Morgan Chase & Co., JPMorgan Chase Bank, N.A., The Royal Bank of Scotland plc, Société Générale SA, and UBS AG (collectively, “Defendants”) agreed, combined, and conspired to rig Euribor and fix the prices of Euribor Products. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made daily Euribor submissions to Thomson Reuters allegedly falsely reported their costs of borrowing in order to financially benefit their Euribor Products positions. Defendants also requested that other Defendants make false Euribor submissions on their behalf to benefit their Euribor Products positions.

Plaintiffs further allege that Defendants continuously conspired to fix the prices of Euribor Products in the over-the-counter market to financially benefit their own Euribor Products positions. In addition to coordinating Euribor submissions and agreeing on where to price Euribor Products, in order to effectuate their manipulations of Euribor and Euribor Products during the Class Period, Defendants engaged in “pushing cash,” transmitted false bids and offers, used derivative traders as submitters, and rigged bids and offers for Euribor Products.

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

Barclays, HSBC, and Deutsche Bank have consistently and vigorously denied Plaintiffs’ allegations.

### B. Procedural History of the Action

On February 12, 2013, Plaintiff Stephen Sullivan filed the first Class Action Complaint in the United States District Court for the Northern District of Illinois captioned *Sullivan v. Barclays plc et al.*, 13-cv-1159 (N.D. Ill.), on behalf of himself and a proposed class comprised of all other U.S. investors who purchased or sold, during the period of at least June 1, 2005 through at least June 30, 2010, a NYSE Euronext LIFFE Euribor futures contract. ECF No. 1.

On April 25, 2013, the Honorable Milton I. Shadur ordered that the action be transferred to the U.S. District Court for the Southern District of New York. On April 29, 2013, the action was transferred to the S.D.N.Y. and assigned to the Honorable P. Kevin Castel. ECF No. 46.

On November 2, 2013, Plaintiffs filed their Amended Class Action Complaint. ECF No. 75. Thereafter, on May 5, 2014, Plaintiffs filed their Second Amended Class Action Complaint (“SAC”). ECF No. 113.

On September 11, 2014, the Court granted the United States Department of Justice, Antitrust Division and Fraud Section of the Criminal Division’s motion to intervene in the Action and its request for a stay of discovery until May 12, 2015. ECF No. 136.

On October 3, 2014, Plaintiffs filed their Third Amended Class Action Complaint (“TAC”). ECF No. 139. The TAC added additional named Plaintiffs, including the California State Teachers’ Retirement System.

On August 13, 2015, Plaintiffs filed their Fourth Amended Class Action Complaint (“FAC”). ECF No. 174.

On October 14, 2015, Defendants moved to dismiss the FAC under FED. R. CIV. P. 12(b)(1), 12(b)(6), and 12(b)(2), filing two separate memoranda of law and fifteen declarations challenging Plaintiffs' claims. ECF Nos. 197-214.

On October 30, 2015, Plaintiffs moved for preliminary approval of their settlement with Barclays. ECF Nos. 216-220.

Thereafter, on December 4, 2015, Plaintiffs filed their opposition to Defendants' motion to dismiss. ECF Nos. 228-230.

On December 15, 2015, the Court issued an Order preliminarily approving the proposed settlement with Barclays and conditionally certifying the Settlement Class for the claims against Barclays. ECF No. 234.

On December 23, 2015, Defendants filed their reply memoranda of law and declarations in support of their motion to dismiss. ECF Nos. 236-240.

On January 11, 2017, Plaintiffs moved for preliminary approval of their settlement with HSBC. ECF Nos. 274-278.

On January 18, 2017, the Court issued an Order preliminarily approving the proposed settlement with HSBC and conditionally certifying the Settlement Class for the claims against HSBC. ECF No. 279.

On February 21, 2017, the Court granted in part and denied in part Defendants' motion to dismiss the FAC, dismissing Plaintiffs' claims against Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), Cr dit Agricole S.A., Cr dit Agricole CIB, ICAP plc, ICAP Europe Limited, The Royal Bank of Scotland plc, Soci t  G n rale SA, and UBS AG ("Dismissed Defendants") for lack of personal jurisdiction (the "February 21 Order"). ECF No. 286.

On March 7, 2017, Defendants Citibank, N.A. and Citigroup, Inc. (collectively, "Citi"), and J.P. Morgan Chase & Co. and J.P. Morgan Chase Bank, National Association (collectively, "JPMorgan") filed a motion for clarification, or, in the alternative, reconsideration of the Court's February 21 Order. ECF Nos. 291-292. On March 21, 2017, Plaintiffs filed their opposition to Citi and JPMorgan's motion for clarification, or, in the alternative, reconsideration of the Court's February 21 Order. ECF No. 302. Citi and JPMorgan filed their reply memorandum of law in support of their motion for clarification, or, in the alternative, reconsideration of the Court's February 21 Order on March 28, 2017. ECF No. 303.

On March 7, 2017, the Court granted Plaintiffs leave to file a motion to amend the FAC. ECF No. 294. On March 17, 2017, Plaintiffs filed their motion to amend the FAC, along with a Proposed Fifth Amended Class Action Complaint. ECF No. 301. On March 31, 2017, the Dismissed Defendants filed their memorandum of law and three declarations in opposition to Plaintiffs' motion to amend the FAC. ECF Nos. 308-311. On April 7, 2017, Plaintiffs filed their reply memorandum of law in support of their motion to amend the FAC. ECF Nos. 333-334.

On April 3, 2017, Plaintiffs and HSBC filed a joint motion for issuance of a request for judicial assistance, appointment of a commissioner and direction of submission of Hague Convention Application. ECF No. 315. On April 7, 2017, the Court granted the joint motion. ECF No. 331.

On April 7, 2017, Citi and JPMorgan each filed an answer to the FAC. ECF Nos. 324-325.

On April 18, 2017, the Court granted Citi and JPMorgan's motion for clarification pursuant to FED. R. CIV. P. 60(a) confirming that the February 21 Order dismissed Plaintiffs' claims based on exchange-traded Euribor Products in their entirety. ECF No. 339. Also on April 18, 2017, the Court denied Plaintiffs' motion for leave to amend their complaint to add new jurisdictional allegations against the Dismissed Defendants. ECF No. 340.

### **C. The Definition of the Settlement Class**

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

All Persons that purchased, sold, held, traded, or otherwise had any interest in any Euribor Products from June 1, 2005 through and including March 31, 2011, who were either domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted Euribor Products in the United States or its territories from June 1, 2005 through and including March 31, 2011, including, but not limited to, all Persons who traded CME Euro currency futures contracts, all Persons who transacted in NYSE LIFFE Euribor futures and options from a location within the United States, and all Persons who traded any other Euribor Product from a location within the United States.

## **II. SUMMARY OF THE PROPOSED SETTLEMENTS**

### **A. Settlements with Barclays, HSBC, and Deutsche Bank**

On behalf of the Settlement Class, Plaintiffs entered into the Barclays Settlement Agreement with Barclays on October 7, 2015, the HSBC Settlement Agreement with HSBC on December 27, 2016, and the Deutsche Bank Settlement Agreement with Deutsche Bank on May 10, 2017. The description herein of the proposed Settlements is only a summary. This description and this Notice are qualified in their entirety by the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement, which are on file with the Court at the address indicated in this Notice and are available at the official website for the Settlements, at [www.EuriborSettlement.com](http://www.EuriborSettlement.com) (the "Settlement Website").

**1. Barclays', HSBC's, and Deutsche Bank's Payments for the Benefit of the Settlement Class**

**a. No Right to Reversion**

The Settlement Agreements do not provide Barclays, HSBC, or Deutsche Bank with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Proof of Claim and Release or opt-out, if the Barclays Settlement, HSBC Settlement, and Deutsche Bank Settlement are finally approved by the Court, none of the Barclays Settlement monies, HSBC Settlement monies, or Deutsche Bank Settlement monies will revert to Barclays, HSBC, or Deutsche Bank.

**b. Barclays', HSBC's, and Deutsche Bank's Potential Right To Termination**

Section 37 of the Barclays Settlement Agreement, Section 37 of the HSBC Settlement Agreement, and Paragraph 40 of the Deutsche Bank Settlement Agreement describe the Settling Defendants' right to terminate the Settlement Agreements if certain events occur. With respect to each such event, Barclays, HSBC, and Deutsche Bank have the right (as qualified in the Settlement Agreements), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**c. Proposed Plan of Allocation**

The precise method of calculating the distribution of the Net Settlement Funds in respect of the Class Members' transactions will be determined in accordance with a Plan of Allocation which will be formulated and proposed to the Court by Class Counsel. Class Counsel will present the proposed Plan of Allocation to the Court for preliminary approval. If preliminarily approved by the Court as being within the range of what could be found to be fair and reasonable, then such proposed Plan of Allocation will be posted on the Settlement Website. **Settlement Class Members are strongly encouraged to review the Settlement Website for important information about the proposed Plan of Allocation and for any changes which may be made thereto.**

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

Any change by the Court to the time and place of the Settlement Hearing, or any other matter and all further orders or requirements by the Court will be posted on the Settlement Website at [www.EuriborSettlement.com](http://www.EuriborSettlement.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 Cooperation Provided under the Barclays Settlement, HSBC Settlement, and Deutsche Bank Settlement for the Benefit of the Class**

Barclays has sought and been granted leniency from the United States Department of Justice pursuant to the Antitrust Criminal Penalty Enhancement and Reform Act (Pub. L. No. 108-237, tit. II, 118 Stat. 661, 665, extended by Pub. L. No. 111-190, 124 Stat. 1275) ("ACPERA"). In accordance with ACPERA, Barclays has provided and will continue to provide cooperation (including documents, audio tapes, transaction data, witness interviews, and other cooperation) to Plaintiffs in the Action.

Barclays, HSBC, and Deutsche Bank also agreed to provide the following cooperation to Class Counsel for the benefit of the Class: (i) employee communications; (ii) documents produced to government agencies in connection with their investigations of Euribor-related conduct; (iii) non-privileged declarations, affidavits, or witness statements; (iv) trade data pertaining to transactions in Euro-denominated money market instruments and transactions in Euribor Products; and (v) documents reflecting submissions to the Federal Reserve Bank of New York and Bank of International Settlement relating to their surveys on turnover in foreign exchange and interest rate derivatives markets. The extent of the cooperation to be provided by Barclays, HSBC, and Deutsche Bank is described in (and qualified by) the Settlement Agreements.

**3. The Releases, Discharge, and Covenant Not to Sue Under the Settlements**

**IF YOU HAVE NOT 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 Barclays', HSBC's, and Deutsche Bank's payments, Settlement Class Members will release their claims against the Releasees, as defined in the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement arising in any way out of transactions in Euribor Products, whether or not asserted in the Action, as is more fully set forth below.

**a. The Barclays Settlement and HSBC Settlement**

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Funds (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any such Released Claim<sup>5</sup> in any lawsuit, arbitration or other proceeding

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<sup>5</sup> The "Released Claims" under the Barclays Settlement means all claims, rights, demands, suits, matters, issues or causes of action that were asserted in the Action by the Plaintiffs, or that have arisen, could have arisen, arise now or relate in any manner to the subject matter of the claims that were asserted by the Plaintiffs in the Action relating to Euribor or Euribor Products, and expressly include (a) any such claims based upon, arising out of or relating to the acts, facts or events described in or underlying the FSA Settlement, the NPA, the CFTC Order, the DOJ Immunity and/or the EC Immunity; and (b) any such claims arising out of or relating to the Action. The following claims shall not be released by this Settlement: (i) any claims against former Barclays employees arising from those former employees' conduct that occurred while not employed by Barclays or not otherwise acting within the scope of

against any Releasee in any court or venue in any jurisdiction worldwide. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Funds or Net Settlement Funds. The releases set forth herein are given pursuant to New York law and are to be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims. These Agreements are expressly intended to absolve Releasees against any claims for contribution, indemnification or similar claims from other defendants in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is/was legally entitled to any kind of contribution or indemnification from Barclays or HSBC arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification or similar claims against Barclays or HSBC. Except in the event of termination of this Settlement, the Settling Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) The release set forth, above, constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

The release set forth, above, 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 Releasors 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 these Agreements, 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 these Agreements, the Releasors 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 Barclays Settlement Agreement and HSBC Settlement Agreement do not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any Settlement Class Member against any other person or entity other than the parties released in the Barclays Settlement Agreement and HSBC Settlement Agreement are specifically reserved by the Plaintiffs and Class Members.

**b. The Deutsche Bank Settlement**

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged Releasees from any and all Released Claims,<sup>6</sup> and shall be permanently barred and

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employment or agency of Barclays; (ii) any claims against the named Defendants in this Action other than Barclays; or (iii) any claims against inter-dealer brokers or their employees or agents when and to the extent they were engaged as employees or agents of the other Defendants or inter-dealer brokers.

The "Released Claims" under the HSBC Settlement means all claims, rights, demands, suits, matters, issues or causes of action that were asserted in the Action by the Plaintiffs, or that have arisen, could have arisen, arise now or relate in any manner to the subject matter of the claims that were asserted by the Plaintiffs in the Action relating to Euribor or Euribor Products including, but not limited to, any alleged manipulation of Euribor under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Euribor (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 or common law). The following claims shall not be released by this Settlement: (i) any claims against former HSBC employees arising from those former employees' conduct that occurred while not employed by HSBC or not otherwise acting within the scope of employment or agency of HSBC; (ii) any claims against the named Defendants in this Action other than HSBC; or (iii) any claims against inter-dealer brokers or their employees or agents when and to the extent they were engaged as employees or agents of the other Defendants or inter-dealer brokers. For the avoidance of doubt, "Released Claims" does not include claims arising under foreign law based on transactions executed entirely outside the United States by Settlement Class Members domiciled outside the United States.

<sup>6</sup> The "Released Claims" under the Deutsche Bank Settlement means all claims, rights, demands, suits, matters, issues or causes of action, in law or in equity, that were asserted in the Action by the Plaintiffs, or that have arisen, could have arisen, arise now or relate in any manner to the subject matter of the claims that were asserted by the Plaintiffs in the Action relating to Euribor or Euribor Products including, but not limited to, any alleged manipulation of Euribor 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 Euribor (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). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising from those former employees' conduct that occurred while not employed by Deutsche Bank; (ii) any claims



enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and are to be construed under New York law without regard to its conflicts of law principles, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims. This Agreement is expressly intended to absolve Releasees against any claims for contribution, indemnification or similar claims from other defendants in the Action or any defendant who may be subsequently added in this Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is/was legally entitled to any kind of contribution or indemnification from Deutsche Bank arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification or similar claims against Deutsche Bank. Except in the event of termination of this Settlement, the Settling Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) 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 Action), which provides as follows:

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

The release set forth, above, 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 Settlement 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 Settling 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 Deutsche Bank Settlement Agreement does not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any Settlement Class Member against any other person or entity other than the parties released in the Deutsche Bank Settlement Agreement are specifically reserved by the Plaintiffs and Class Members.

### III. YOUR OPTIONS

#### **A. Submit a Proof of Claim and Release for the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement**

As a Settlement Class Member, you may be entitled to share in the Net Settlement Funds if you submit a valid and timely Proof of Claim and Release demonstrating that you are an Authorized Claimant as set forth in the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement. Proof of Claim and Release forms must be postmarked to the Settlement Administrator (*see* address in Section VIII below) no later than August 1, 2018. 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.EuriborSettlement.com](http://www.EuriborSettlement.com).

#### **B. Object to Any of the Settlements**

Any Settlement Class Member may appear at the Settlement 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 any 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 April 13, 2018, such person files with the Court (and serves the same on or before such filing by hand or overnight mail on Class Counsel and all counsel for Barclays, HSBC, and Deutsche Bank) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to

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against the named Defendants in this Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and to the extent they were engaged as employees or agents of the other Defendants or inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in this Action. For the avoidance of doubt, "Released Claims" does not include claims arising under foreign law based on transactions executed entirely outside the United States by Settlement Class Members domiciled outside the United States.

intervene, including all support that the objecting Settlement Class Member wishes to bring to the Court's attention and all evidence the objecting Settlement Class Member wishes to introduce in support of his, her, or its objection or motion. Such submission must contain: (i) a heading that refers to the Action by case name and case number; (ii) a statement of the specific legal and factual basis for each objection or intervention argument; (iii) a statement of whether the objecting or intervening person or entity intends to appear at the Settlement 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 Final Approval Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Final Approval Hearing; and documentary proof of the objecting person's membership in the Settlement Class; (v) a description of the Euribor Products transactions entered into by the Settlement Class Member 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 Settlement Class Members and are not entitled to object. All written objections must be signed by the Settlement Class Member (or his, her, or its legally authorized representative), even if the Settlement Class Member is represented by counsel.

<p>Vincent Briganti  <b>Lowey Dannenberg, P.C.</b>  44 South Broadway, Suite 1100  White Plains, NY 10601</p> <p>Christopher Lovell  <b>Lovell Stewart Halebian Jacobson LLP</b>  61 Broadway – Suite 501  New York, NY 10006</p>	<p>David H. Braff  <b>Sullivan &amp; Cromwell LLP</b>  125 Broad Street  New York, NY 10004-2498</p>	<p>Roger B. Cowie  <b>Locke Lord LLP</b>  2200 Ross Avenue,  Suite 2800  Dallas, TX 75201-1009</p>	<p>Elizabeth M. Sacksteder  <b>Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP</b>  1285 Avenue of the Americas  New York, NY 10019-6064</p>
<b><i>Counsel for Plaintiffs (Class Counsel)</i></b>	<b><i>Counsel for Barclays</i></b>	<b><i>Counsel for HSBC</i></b>	<b><i>Counsel for Deutsche Bank</i></b>

### C. Request to be Excluded from the Settlement Class for Any of the Settlements

To exclude yourself from the Settlement Class for any of the Settlements, you must submit a written request that clearly states: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Action (“*Sullivan v. Barclays PLC et al.*, No. 13-cv-2811 (PKC) (S.D.N.Y.)”); (iv) a statement certifying such person is a Settlement Class Member; (v) a description of the Euribor Products transactions entered into by the Settlement Class Member 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 in *Sullivan v. Barclays PLC et al.*, No. 13-cv-2811 (PKC) (S.D.N.Y.)” All written requests must be signed by the Settlement Class Member (or his, her or its legally authorized representative) and notarized, even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by United States First-Class Mail (preferably certified mail) to the Settlement Administrator (*see* address in Section VIII below). Requests for exclusion must be postmarked no later than April 13, 2018.

If you exclude yourself from the Settlement Class for the Settlements, you will not be bound by the Settlements and can independently pursue claims you may have against Barclays, HSBC, and/or Deutsche Bank at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlements, 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 Settlement 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.EuriborSettlement.com](http://www.EuriborSettlement.com) or you may request that a Proof of Claim and Release be mailed to you by calling the Settlement Administrator toll free at 800-492-9154. You should consider reading the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement, 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, COSTS, AND INCENTIVE AWARDS**

To date, the attorneys representing Plaintiffs and the Class in this Action have not received payment for their services or reimbursement for their expenses. Settlement Class Members 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

four years, Class Counsel will ask the Court for an award of attorneys' fees in the amount of twenty-three percent (23%) of the Settlement Funds, as a common fund, and for reimbursement of their costs and expenses in the amount of up to \$1,600,000, all to be deducted from the Settlement Funds. Additionally, Class Counsel may apply at the time of any application for distribution to qualifying Settlement Class Members, 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 Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement after the date of the Settlement Hearing. The Plaintiffs similarly will seek reimbursement of their own expenses and compensation for their time devoted to this litigation in the aggregate amount to be determined by the Court to be paid from the Settlement Funds. This amount constitutes the Incentive Award.

**VI. SETTLEMENT HEARING AND RIGHT TO OBJECT**

The Court has scheduled a Settlement Hearing for May 18, 2018 at 2 P.M. to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11D. At the Settlement 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' Incentive Award.

The time and date of the Settlement 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 Settlement Class Member, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlements 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. This written statement must be received by the Court (at the address provided above) no later than April 13, 2018 or it will not be considered. Such materials must also be served on Class Counsel and Counsel for Barclays, HSBC, and Deutsche Bank at the addresses set forth in Section III.B by overnight mail, first-class 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.EuriborSettlement.com](http://www.EuriborSettlement.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 800-492-9154, or by writing to the Settlement Administrator at the below address:

Euribor Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173038  
Milwaukee, WI 53217

**IX. ADDITIONAL INFORMATION**

The Settlement Agreements are 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 above.

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

Dated: November 29, 2017

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

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*Sullivan et al. v. Barclays plc et al.*

No. 13-cv-2811 (PKC)

**PROOF OF CLAIM AND RELEASE**

If you are a Settlement Class Member 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 August 1, 2018:

Euribor Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173038  
Milwaukee, WI 53217

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

All Persons that purchased, sold, held, traded, or otherwise had any interest in any Euribor Products<sup>1</sup> between June 1, 2005 and March 31, 2011, inclusive (“Class Period”), who were either domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted Euribor Products in the United States or its territories during the Class Period, including, but not limited to, all Persons who traded CME Euro currency futures contracts, all Persons who transacted in NYSE LIFFE Euribor futures and options from a location within the United States, and all Persons who traded any other Euribor Product from a location within the United States.

If you are a Settlement Class Member as described above who transacted in Euribor Products 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 assure that you will share in any of the proceeds of the Net Settlement Funds.

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 Euribor Products at any time between June 1, 2005 through and including and March 31, 2011 for all accounts you own or control.

<sup>1</sup>“Euribor Products” means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to New York Stock Exchange London International Financial Futures and Options Exchange (“NYSE LIFFE”) Euribor futures contracts and options, Chicago Mercantile Exchange (“CME”) Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.

If you qualify as a Settlement Class Member 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 Action whether or not you submit a Proof of Claim and Release.

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.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release forms and to administer the Settlements. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release. Please notify the Settlement Administrator of any change of address.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. - THANK YOU FOR YOUR PATIENCE.**

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

Euribor Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173038  
Milwaukee, WI 53217  
800-492-9154  
[www.EuriborSettlement.com](http://www.EuriborSettlement.com)

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



FOR OFFICIAL USE ONLY

*Euribor Settlement*  
**PROOF OF CLAIM AND RELEASE**  
Please print or type

**MUST BE POSTMARKED  
OR RECEIVED NO LATER THAN  
AUGUST 1, 2018**

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 Euribor Products:

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 Proof of Claim and Release forms.

**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 Euribor Products.

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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 Euribor Products.

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**Item 4 - Proof of Qualifying Transactions**

Please provide proof of all of your transactions and/or holdings in Euribor Products between June 1, 2005 and March 31, 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 Euribor Products was transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories.

You must provide proof for each and every transaction in, or holding of, a Euribor Product, 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.EuriborSettlement.com](http://www.EuriborSettlement.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, Euribor Products.

Your Euribor Products 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 Euribor Products that you held as of the start of the Class Period on June 1, 2005. This determination shall be based on trade dates, not settlement dates.

For all Euribor Products traded on a futures exchange (CME Euro currency futures contracts and NYSE LIFFE Euribor futures), please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any NYSE LIFFE Euribor futures contracts, you must also provide proof you were domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories.

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.EuriborSettlement.com](http://www.EuriborSettlement.com).

As of May 31, 2005, please list each open position of a CME Euro currency futures contract or a NYSE LIFFE Euribor futures contract transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, and provide the following information for each transaction:

Contract Type (Euro currency or Euribor)	Exchange (CME or NYSE LIFFE)	Date of Transaction	Contract Month/Year	Open Positions in Euribor futures contracts or Euro currency futures contracts	Short Position (Insert the number of contracts)	Long Position (Insert the number of contracts)
		/ /				
		/ /				
		/ /				

During the Class Period, for a purchase or sale of a CME Euro currency futures contract or a NYSE LIFFE Euribor futures contract transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, provide the following information for each transaction:

Contract Type (Euro currency or Euribor)	Exchange (CME or NYSE LIFFE)	Date of Transaction	Contract Month/Year	Number of Contracts In Transaction	Transaction Price	Purchase or Sale	Brokerage Firm and Account Number in Which Transaction Was Made
		/ /					
		/ /					
		/ /					

During the Class Period, for a purchase or sale of an option on a CME Euro currency futures contract or a NYSE LIFFE Euribor futures contract transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, please provide the following information for each transaction:

Date of Transaction	Underlying Contract Type (Euro currency or Euribor)	Quantity	Strike Price	Put or Call	Purchaser or Seller	Delta (if available)	Option Price	Option Month/Year	Disposition (Assigned/Exercised/ Expired)
/ /									
/ /									
/ /									

During the Class Period, for transactions in Euribor-based swaps and/or forward rate agreements transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, provide the following information for each transaction:

Opening Positions (As of May 31, 2005)	Date of Transaction	Transaction Type (Buy, Sell, Cancel)	Name of Counterparty	Notional Amount (Expressed in Euros)	Rate Terms	First Reset Date (if any)	Frequency of Resets (if any)	Are you the payer or receiver of the fixed rate?	Currency Type Paid or Received
	/ /								
	/ /								
	/ /								



During the Class Period, for each reset payment made or received by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, made or received by a Person from a location within the United States or its territories, resulting from that Person's positions in a Euribor-based swap and/or forward rate agreement, provide the following information for each payment. This data should be included in the same form with the swap and/or forward rate agreement 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 Euros)	Fixed or Floating	First Reset Date	Currency Type Paid or Received	Amount Paid or Received
/ /							
/ /							
/ /							

During the Class Period, for Euro currency forward agreement transactions transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, provide the following information for each transaction:

Date of Transaction	Name of Counterparty (if applicable)	Name of Broker (if applicable)	Notional Amount (Expressed in Euros)	Base Currency	Term Currency	Are you the seller or buyer of the Base Currency?	Settlement Date	List payments made or received
/ /							/ /	
/ /							/ /	
/ /							/ /	

During the Class Period, for a purchase or sale of an option on a Euribor-based swap ("swaption") transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories, please provide the following information for each transaction:

Opening Positions (as of May 31, 2005)	Date of Transaction	Name of Counterparty	Notional Amount (Expressed in Euros)	Fixed or Floating	Expiration Date (If Option)	Buyer or Seller of Swaption?	Amount of Premium Paid or Received?	Option Exercised?
	/ /							
	/ /							
	/ /							

List any additional Euribor Products transacted by a Person domiciled in the United States or its territories or, if domiciled outside the United States or its territories, transacted by a Person from a location within the United States or its territories during the Class Period:


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 Euribor Products 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 Euribor Products that may be obtained from third parties, including, but not limited to, your brokerage firm(s), your FCMs, the Commodity Futures Trading Commission ("CFTC"), and/or the CME/NYSE 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/LIFFE, or any other source with this transaction information relevant information about your transactions in Euribor Products 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

(for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) certify that you have not submitted any other claim covering the same holdings of Euribor Products during the Class Period and know of no other person having done so on your behalf.

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 Agreement 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 Action, including the Final Approval Order and Judgment. You may obtain a copy of the Settlement Agreements at [www.EuriborSettlement.com](http://www.EuriborSettlement.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 Proof of Claim and Release constitutes a release and covenant not to sue in conformity with Sections 14 and 15 of the Barclays Settlement Agreement in order to receive the appropriate share, if any, of the Barclays Net Settlement Fund. 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 Releasees as set forth in the Barclays Settlement Agreement 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) acknowledge that this Proof of Claim and Release constitutes a release and covenant not to sue in conformity with Sections 14 and 15 of the HSBC Settlement Agreement in order to receive the appropriate share, if any, of the HSBC Net Settlement Fund. 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 Releasees as set forth in the HSBC Settlement Agreement 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) acknowledge that this Proof of Claim and Release constitutes a release and covenant not to sue in conformity with Sections 14 and 15 of the Deutsche Bank Settlement Agreement in order to receive the appropriate share, if any, of the Deutsche Bank Net Settlement Fund. 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 Releasees as set forth in the Deutsche Bank Settlement Agreement 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 above releases and covenants not to sue. 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.).

# EXHIBIT B



# Lowey Dannenberg, P.C. Announce a Settlement for Those Who Have Transacted in Euribor Products Between June 1, 2005 and March 31, 2011

NEWS PROVIDED BY  
**Lowey Dannenberg, P.C.** →  
Nov 29, 2017, 15:40 ET

NEW YORK, Nov. 29, 2017 /PRNewswire/ --

## **Notice of Class Action Settlement**

**If you transacted in Euribor Products<sup>[1]</sup> between June 1, 2005 and March 31, 2011, inclusive ("Class Period"), then your rights will be affected and you may be entitled to a benefit.**

The purpose of this Notice is to inform you of your rights in connection with the proposed settlements with Settling Defendants Barclays plc, Barclays Bank plc and Barclays Capital Inc. (collectively, "Barclays"), HSBC Holdings plc and HSBC Bank plc (collectively, "HSBC"), and Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank") in the action titled *Sullivan, et al. v. Barclays plc, et al.*, 13-cv-2811 (PKC) (S.D.N.Y.). The settlements with Barclays, HSBC, and Deutsche Bank (collectively, the "Settlements") are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs' claims against remaining Defendants.

The Settlements have been proposed in a class action lawsuit concerning the alleged manipulation of the Euro Interbank Offered Rate ("Euribor") and the prices of Euribor Products during the Class Period. The Settlements provide \$309 million to pay claims from persons who transacted in Euribor Products during the Class Period. If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits, or you can exclude yourself from the Settlements, or object to them.

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. Before any money is paid, the Court will hold a Settlement Hearing to decide whether to approve the Settlements.

### **Who Is Included?**

You are a "Settlement Class Member" if you purchased, sold, held, traded, or otherwise had any interest in Euribor Products during the Class Period, and during the Class Period were either domiciled in the United States or its territories or, if domiciled outside the United States or its territories, you transacted Euribor Products in the United States or its territories during the Class Period. "Settlement Class Members" include, but are not limited to, all persons who during the Class Period traded CME Euro currency futures contracts, all persons who during the Class Period transacted in NYSE LIFFE Euribor futures and options from a location within the United States, and all persons who during the Class Period traded any other Euribor Product from a location within the United States or its territories.

Contact your brokerage firm to see if you purchased, sold, held, or traded or otherwise had any interest in Euribor Products. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mailed Notice, Plan of Allocation, Proof of Claim and Release, and other important documents, at [www.EuriborSettlement.com](http://www.EuriborSettlement.com) ("Settlement Website") or by calling toll free 800-492-9154.

Plaintiffs allege that Defendants, during the Class Period, conspired to manipulate and manipulated Euribor and the prices of Euribor Products. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made daily Euribor submissions to Thomson Reuters, such as Barclays, HSBC, and Deutsche Bank, allegedly falsely reported their costs of borrowing in order to financially benefit their Euribor Products positions. Defendants also requested that other Defendants make false Euribor submissions on their behalf to benefit their Euribor Products positions.

Plaintiffs further allege that Defendants continuously conspired to fix the prices of Euribor Products in the over-the-counter market to financially benefit their own Euribor Products positions. In addition to coordinating Euribor submissions and agreeing on where to price Euribor Products, in order to effectuate their alleged manipulations of Euribor and Euribor Products during the Class Period, Defendants allegedly engaged in "pushing cash," transmitted false bids and offers, used derivative traders as submitters, and rigged bids and offers for Euribor Products.

Plaintiffs have asserted legal claims under various theories, including the Sherman Act, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

Barclays, HSBC, and Deutsche Bank have consistently and vigorously denied Plaintiffs' allegations.

### **What Do the Settlements Provide?**

Under the Settlements, Barclays agreed to pay \$94 million, HSBC agreed to pay \$45 million, and Deutsche Bank agreed to pay \$170 million into the Settlement Funds. If the Court approves the Settlements, potential Settlement Class Members who qualify and send in valid Proof of Claim and Release forms may receive a share of the Settlement Funds after they are reduced by the payment of certain expenses. The Settlement Agreements, available on the Settlement Website, describe all of the details about the proposed Settlements. The exact amount each qualifying Settlement Class Member will receive from the Settlement Funds cannot be calculated until (1) the Court approves the Settlements; (2) certain amounts identified in the full Settlement Agreements are deducted from the Settlement Fund; and (3) the number of participating Class Members and the amount of their claims are determined. In addition, each Settlement Class Member's share of the Settlement Funds will vary depending on the information the Settlement Class Member provides on their Proof of Claim and Release form.

The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

### **How Do You Ask For a Payment?**

If you are a Settlement Class Member, you may seek to participate in the Settlements by submitting a Proof of Claim and Release to the Settlement Administrator at the address in the Settlement Notice postmarked no later than August 1, 2018. You may obtain a Proof of Claim on the Settlement Website or by calling the toll-free number referenced above. If you are a Settlement Class Member but do not file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements.

### **What Are Your Other Options?**

All requests to be excluded from any of the Settlements must be made in accordance with the instructions set forth in the Settlement Notice and must be postmarked to the Settlement Administrator no later than April 13, 2018. All requests for exclusion must comply with the requirements set forth in the Settlement Notice to be honored. The Settlement Notice, available at the Settlement Website, explains how to exclude yourself or object. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement Agreements and can independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlements.

The Court will hold a Settlement Hearing in this case on May 18, 2018, to consider whether to approve the Settlements and a request by the lawyers representing all Settlement Class Members (Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) for an award of attorneys' fees of no more than twenty-three percent (23%) of the Settlement Funds for investigating the facts, litigating the case, and negotiating the settlement, and for reimbursement of their costs and expenses in the amount of no more than approximately \$1,600,000.00. The lawyers for the Settlement Class may also seek additional reimbursement of fees, costs, and expenses in connection with services provided after the Settlement Hearing. These payments will also be deducted from the Settlement Funds before any distributions are made to the Settlement Class.

You may ask to appear at the Settlement Hearing, but you do not have to. For more information, call toll free 800-492-9154 or visit the website [www.EuriborSettlement.com](http://www.EuriborSettlement.com).

[1] "Euribor Products" means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, New York Stock Exchange ("NYSE") London International Financial Futures and Options Exchange ("LIFFE") Euribor futures contracts and options, Chicago Mercantile Exchange ("CME") Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.

SOURCE Lowey Dannenberg, P.C.

#### Related Links

<http://www.EuriborSettlement.com>

# EXHIBIT C

## Notice of Class Action Settlement

**If you transacted in Euribor Products<sup>1</sup> between June 1, 2005 and March 31, 2011, inclusive (“Class Period”), then your rights will be affected and you may be entitled to a benefit.**

The purpose of this Notice is to inform you of your rights in connection with the proposed settlements with Settling Defendants Barclays plc, Barclays Bank plc and Barclays Capital Inc. (collectively, “Barclays”), HSBC Holdings plc and HSBC Bank plc (collectively, “HSBC”), and Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”) in the action titled *Sullivan, et al. v. Barclays plc, et al.*, 13-cv-2811 (PKC) (S.D.N.Y.). The settlements with Barclays, HSBC, and Deutsche Bank (collectively, the “Settlements”) are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs’ claims against remaining Defendants.

The Settlements have been proposed in a class action lawsuit concerning the alleged manipulation of the Euro Interbank Offered Rate (“Euribor”) and the prices of Euribor Products during the Class Period. The Settlements provide \$309 million to pay claims from persons who transacted in Euribor Products during the Class Period. If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits, or you can exclude yourself from the Settlements, or object to them.

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. Before any money is paid, the Court will hold a Settlement Hearing to decide whether to approve the Settlements.

### **Who Is Included?**

You are a “Settlement Class Member” if you purchased, sold, held, traded, or otherwise had any interest in Euribor Products during the Class Period, and during the Class Period were either domiciled in the United States or its territories or, if domiciled outside the United States or its territories, you transacted Euribor Products in the United States or its territories during the Class Period. “Settlement Class Members” include, but are not limited to, all persons who during the Class Period traded CME Euro currency futures contracts, all persons who during the Class Period transacted in NYSE LIFFE Euribor futures and options from a location within the United States, and all persons who during the Class Period traded any other Euribor Product from a location within the United States or its territories.

Contact your brokerage firm to see if you purchased, sold, held, or traded or otherwise had any interest in Euribor Products. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mailed Notice, Plan of Allocation, Proof of

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<sup>1</sup> “Euribor Products” means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, New York Stock Exchange (“NYSE”) London International Financial Futures and Options Exchange (“LIFFE”) Euribor futures contracts and options, Chicago Mercantile Exchange (“CME”) Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.



Claim and Release, and other important documents, at [www.EuriborSettlement.com](http://www.EuriborSettlement.com) (“Settlement Website”) or by calling toll free 800-492-9154.

### **What Is This Litigation About?**

Plaintiffs allege that Defendants, during the Class Period, conspired to manipulate and manipulated Euribor and the prices of Euribor Products. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made daily Euribor submissions to Thomson Reuters, such as Barclays, HSBC, and Deutsche Bank, allegedly falsely reported their costs of borrowing in order to financially benefit their Euribor Products positions. Defendants also requested that other Defendants make false Euribor submissions on their behalf to benefit their Euribor Products positions.

Plaintiffs further allege that Defendants continuously conspired to fix the prices of Euribor Products in the over-the-counter market to financially benefit their own Euribor Products positions. In addition to coordinating Euribor submissions and agreeing on where to price Euribor Products, in order to effectuate their alleged manipulations of Euribor and Euribor Products during the Class Period, Defendants allegedly engaged in “pushing cash,” transmitted false bids and offers, used derivative traders as submitters, and rigged bids and offers for Euribor Products.

Plaintiffs have asserted legal claims under various theories, including the Sherman Act, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

Barclays, HSBC, and Deutsche Bank have consistently and vigorously denied Plaintiffs’ allegations.

### **What Do the Settlements Provide?**

Under the Settlements, Barclays agreed to pay \$94 million, HSBC agreed to pay \$45 million, and Deutsche Bank agreed to pay \$170 million into the Settlement Funds. If the Court approves the Settlements, potential Settlement Class Members who qualify and send in valid Proof of Claim and Release forms may receive a share of the Settlement Funds after they are reduced by the payment of certain expenses. The Settlement Agreements, available on the Settlement Website, describe all of the details about the proposed Settlements. The exact amount each qualifying Settlement Class Member will receive from the Settlement Funds cannot be calculated until (1) the Court approves the Settlements; (2) certain amounts identified in the full Settlement Agreements are deducted from the Settlement Fund; and (3) the number of participating Class Members and the amount of their claims are determined. In addition, each Settlement Class Member’s share of the Settlement Funds will vary depending on the information the Settlement Class Member provides on their Proof of Claim and Release form.

The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

### **How Do You Ask For a Payment?**

If you are a Settlement Class Member, you may seek to participate in the Settlements by submitting a Proof of Claim and Release to the Settlement Administrator at the address in the Settlement Notice postmarked no later than August 1, 2018. You may obtain a Proof of Claim on the Settlement Website or by calling the toll-free number referenced above. If you are a Settlement Class Member but do not file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements.

### **What Are Your Other Options?**

All requests to be excluded from any of the Settlements must be made in accordance with the instructions set forth in the Settlement Notice and must be postmarked to the Settlement Administrator no later than April 13, 2018. All requests for exclusion must comply with the requirements set forth in the Settlement Notice to be honored. The Settlement Notice, available at the Settlement Website, explains how to exclude yourself or object. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement Agreements and can independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlements.

The Court will hold a Settlement Hearing in this case on May 18, 2018, to consider whether to approve the Settlements and a request by the lawyers representing all Settlement Class Members (Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) for an award of attorneys' fees of no more than twenty-three percent (23%) of the Settlement Funds for investigating the facts, litigating the case, and negotiating the settlement, and for reimbursement of their costs and expenses in the amount of no more than approximately \$1,600,000.00. The lawyers for the Settlement Class may also seek additional reimbursement of fees, costs, and expenses in connection with services provided after the Settlement Hearing. These payments will also be deducted from the Settlement Funds before any distributions are made to the Settlement Class.

You may ask to appear at the Settlement Hearing, but you do not have to. For more information, call toll free 800-492-9154 or visit the website [www.EuriborSettlement.com](http://www.EuriborSettlement.com).

# EXHIBIT D

# Traders

If you transacted in **EURIBOR PRODUCTS**  
 between June 1, 2005 and March 31, 2011  
 then your rights will be affected and you may be entitled to a benefit

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# EXHIBIT E

Euribor Settlement

- Home
- Notice
- Proof of Claim and Release
- Court Documents
- Institutional Electronic Filing - Broker/Nominee Electronic Filing
- Plan of Allocation
- Frequently Asked Questions
- Contact Information

This official website is maintained by the Settlement Administrator retained and supervised by Class Counsel for the Settlement Class Members in the actions entitled, *Sullivan et al. v. Barclays plc et al* 13-cv-2811 (PKC) (S.D.N.Y.) pending in the United States District Court for the Southern District of New York.

The information contained on this web page is only a summary of information presented in more detail in the Notice of Proposed Class Action Settlement, May 18, 2018 Fairness Hearing Thereon, And Settlement Class Members' Rights (the "Notice"), which you can access by clicking [here](#). Since this website is just a summary, you should review the Notice and Settlement Agreements for additional details.

Your Legal Rights Could Be Affected Whether You Act Or Do Not Act. Please Read The Notice Carefully.

**IF YOU TRANSACTED IN EURIBOR PRODUCTS BETWEEN JUNE 1, 2005 THROUGH MARCH 31, 2011, INCLUSIVE, (THE "CLASS PERIOD"), YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

IMPORTANT DATES AND DEADLINES	
<b>SUBMIT A PROOF OF CLAIM</b>	Postmarked no later than <b>August 1, 2018</b>
<b>EXCLUDE YOURSELF</b>	Postmarked no later than <b>April 13, 2018</b>
<b>OBJECT TO THE SETTLEMENT</b>	Served on Class Counsel and all counsel for the Barclays Defendants, HSBC Defendants, and Deutsche Bank Defendants no later than <b>April 13, 2018</b> and filed with the Court no later than <b>April 13, 2018</b>
<b>SETTLEMENT HEARING</b>	<b>May 18, 2018 at 2:00 p.m.</b>  United States District Court for the Southern District of New York, Courtroom 11D.

**Any change by the Court of the Plan of Allocation, the time and place of the Final Approval Hearing, or any other matter and all further orders or requirements by the Court will be posted on this website as soon as practicable.**

It is important that you refer to this website as no other notice may be published of such changes.

**What is this case about?**

Plaintiffs allege that, during the Class Period, Defendants Barclays plc, Barclays Bank plc, Barclays Capital Inc., Citigroup, Inc., Citibank, N.A., Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), Crédit Agricole S.A., Crédit Agricole CIB, Deutsche Bank AG, DB Group Services (UK) Ltd., HSBC Holdings plc, HSBC Bank plc, ICAP plc, ICAP Europe Limited, J.P. Morgan Chase & Co., JPMorgan Chase Bank, N.A., The Royal Bank of Scotland plc, Société Générale SA, and UBS AG (collectively, "Defendants") agreed, combined, and conspired to rig Euribor and fix the prices of Euribor Products. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made daily Euribor submissions to Thomson Reuters allegedly falsely reported their costs of borrowing in order to financially benefit their Euribor Products positions. Defendants also requested that other Defendants make false Euribor submissions on their behalf to benefit their Euribor Products positions.

Plaintiffs further allege that Defendants continuously conspired to fix the prices of Euribor Products in the over-the-counter market to financially benefit their own Euribor Products positions. In addition to coordinating Euribor submissions and agreeing on where to price Euribor Products, in order to effectuate their manipulations of Euribor and Euribor Products during the Class Period, Defendants engaged in "pushing cash," transmitted false bids and offers, used derivative traders as submitters, and rigged bids and offers for Euribor Products.

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

Barclays, HSBC, and Deutsche Bank have consistently and vigorously denied Plaintiffs' allegations..

**What are Euribor Products?**

"Euribor Products" means any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, New York Stock Exchange ("NYSE") London International Financial Futures and Options Exchange ("LIFFE") Euribor futures contracts and options, Chicago Mercantile Exchange ("CME") Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements, and/or any other financial instruments that reference Euribor.

**The Settlement Benefits****A. Settlements with Barclays, HSBC, and Deutsche Bank**

On behalf of the Settlement Class, Plaintiffs entered into the Barclays Settlement Agreement with Barclays on October 7, 2015, the HSBC Settlement Agreement with HSBC on December 27, 2016, and the Deutsche Bank Settlement Agreement with Deutsche Bank on May 10, 2017. The description herein of the proposed Settlements is only a summary. This description and this Notice are qualified in their entirety by the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement, which are on file with the Court at the address indicated in this Notice and are available by clicking the "Court Documents" link on the left.

**1. Barclays', HSBC's, and Deutsche Bank's Payments for the Benefit of the Settlement Class****a. No Right to Reversion**

The Settlement Agreements do not provide Barclays, HSBC, or Deutsche Bank with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Proof of Claim and Release or opt -out, if the Barclays Settlement, HSBC Settlement, and Deutsche Bank Settlement are finally approved by the Court, none of the Barclays Settlement monies, HSBC Settlement monies, or Deutsche Bank Settlement monies will revert to Barclays, HSBC, or Deutsche Bank.

**b. Barclays', HSBC's, and Deutsche Bank's Potential Right To Termination**

Section 37 of the Barclays Settlement Agreement, Section 37 of the HSBC Settlement Agreement, and ParagraphSection 40 of the Deutsche Bank Settlement Agreement describe the Settling Defendants' right to terminate the Settlement Agreements if certain events occur. With respect to each such event, Barclays, HSBC, and Deutsche Bank have the right (as qualified in the Settlement Agreements), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**c. Proposed Plan of Allocation**

The precise method of calculating the distribution of the Net Settlement Funds in respect of the Class Members' transactions will be determined in accordance with a Plan of Allocation which will be formulated and proposed to the Court by Class Counsel. Class Counsel will present the proposed Plan of Allocation to the Court for preliminary approval. If preliminarily approved by the Court as being within the range of what could be found to be fair and reasonable, then such proposed Plan of Allocation will be posted on the Settlement Website. Settlement Class Members are strongly encouraged to review the Settlement Website for any changes to the proposed Plan of Allocation.

**The Rights of Class Members**

If you are a member of the Class, you have the following options:

**Submit a Proof of Claim**

As a Settlement Class Member, you may be entitled to share in the Net Settlement Funds if you submit a valid and timely Proof of Claim and Release demonstrating that you are an Authorized Claimant as set forth in the Barclays Settlement Agreement, HSBC Settlement Agreement, and Deutsche Bank Settlement Agreement. Proof of Claim and Release forms must be postmarked to the Settlement Administrator (see address in Section VIII below) no later than August 1, 2018. A copy of the Proof of Claim can be found [here](#).

An important aspect of the Settlement is that the Defendants are not entitled to any reversion. Thus, shares of Settlement Class Members who fail to file a Proof of Claim will be redistributed to Settlement Class Members who do file Proofs of Claim and who do qualify for payment as described in the Plan of Allocation. Settlement Class Members are encouraged to file Proofs of Claim.

**Exclude yourself from the Settlement**

To exclude yourself from the Settlement Class for any of the Settlements, you must submit a written request that clearly states (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Action ("Sullivan et al. v. Barclays plc et al., No. 13-cv-2811 (S.D.N.Y.) (PKC)"); (iv) a statement certifying such person is a Settlement Class Member; (v) a description of the Euribor Products transactions entered into by the Settlement Class Member 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 in Sullivan et al. v. Barclays plc et al., No. 13-cv-2811 (S.D.N.Y.) (PKC)." All written requests must be signed by the Settlement Class Member (or his, her or its legally authorized representative) and notarized, even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by United States First-Class Mail (preferably Certified Mail) to the Settlement Administrator (see address in Section VIII below). Requests for exclusion must be postmarked **no later than April 13, 2018**.

If you exclude yourself from the Settlement Class for the Settlements, you will not be bound by the Settlements and can independently pursue claims you may have against Barclays, HSBC, and/or Deutsche Bank at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlements, 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 Settlement Hearing.

**Object to the Settlement**

Any objections to the proposed Settlements, Plan of Allocation, the application for attorneys' fees and reimbursement of expenses or any other matter must be served on Class Counsel and all Counsel for the Barclays, HSBC, and Deutsche Bank Defendants in accordance with the instructions set forth in the Notice **no later than April 13, 2018** and also must be filed with the Court **no later than April 13, 2018**.

**The Court's Settlement Hearing**

The Court has scheduled a Settlement Hearing for **May 18, 2018 at 2 p.m.** to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11D. At the Settlement 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 the Plaintiffs' Incentive Award.

The time and date of the Settlement 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 to this website.

**Further Information:**

The information provided on this website and in the Notice summarizes the proposed Settlements. For more details regarding the Settlements, please reference the Settlement Agreements, and other important documents filed in the case under the "Court Documents" link on the left. You may also contact the Settlement Administrator or Class Counsel for further information regarding the Settlements:

**Settlement Administrator:**

Euribor Settlement  
c/o A.B. Data, Ltd.  
PO Box 173038  
Milwaukee, WI 53217  
800-492-9154  
[info@Euriborsettlement.com](mailto:info@Euriborsettlement.com)

**Lead Counsel:**

Vincent Briganti  
**Lowey Dannenberg, P.C.**  
44 South Broadway, Suite 1100  
White Plains, NY 10601

Christopher Lovell  
**Lovell Stewart Halebian Jacobson LLP**  
61 Broadway – Suite 501  
New York, NY 10006

**Commodities Brokers and other Nominees: Please visit the Institutional E-Filing page of this website**

If you have questions, you may call the Euribor Settlement Help Line at 800-492-9154, or email [info@Euriborsettlement.com](mailto:info@Euriborsettlement.com).



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

STEPHEN SULLIVAN, WHITE OAK FUND LP, CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, SONTERRA CAPITAL MASTER FUND, LTD., FRONTPOINT PARTNERS TRADING FUND, L.P., AND FRONTPOINT AUSTRALIAN OPPORTUNITIES TRUST on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

BARCLAYS PLC, BARCLAYS BANK PLC, BARCLAYS CAPITAL INC., BNP PARIBAS S.A., CITIGROUP, INC., CITIBANK N.A., COÖPERATIEVE CENTRAL RAIFFISEN-BOERENLEENBANK B.A., CRÉDIT AGRICOLE S.A., CRÉDIT AGRICOLE CIB, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, HSBC HOLDINGS PLC, HSBC BANK PLC, ICAP PLC, ICAP EUROPE LIMITED, J.P. MORGAN CHASE & CO., JPMORGAN CHASE BANK, N.A., THE ROYAL BANK OF SCOTLAND PLC, SOCIÉTÉ GÉNÉRALE SA, UBS AG AND JOHN DOES NOS. 1-50,

Defendants.

No. 13-cv-02811 (PKC)

**DECLARATION OF PATRICK J. IVIE REGARDING  
MAILING OF THE NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,  
MAY 18, 2018 FAIRNESS HEARING THEREON  
AND CLASS MEMBERS' RIGHTS**

I, PATRICK J. IVIE, hereby declare:

1. I am a Senior Executive Vice President at KCC LLC ("KCC"). My business address is 2335 Alaska Avenue, El Segundo, California 90245. The facts stated

herein are true based on my own personal knowledge, inquiries within KCC, and my review of records maintained in the regular course of business by KCC.

2. KCC was retained by counsel for the Deutsche Bank Defendants<sup>1</sup> to act as a notice administrator in connection with the proposed settlement of the above-captioned actions to effect mailing of the Notice of Proposed Class Action Settlement, May 18, 2018 Fairness Hearing Thereon, and Class Members' Rights (the "Notice"), to certain members of the Settlement Class, as described more fully below.<sup>2</sup>

### **MAILING OF NOTICE**

3. On December 7, 2017, the Deutsche Bank Defendants' counsel provided KCC with a list of 938 unique names and addresses of identified potential Settlement Class members.<sup>3</sup>

4. On or before January 5, 2018, pursuant to the Order entered by this Court on July 6, 2017, KCC mailed copies of the Notice by first-class mail to each of the 938 potential Settlement Class members. This mailing was performed using the facilities of KCC's parent company, Computershare, located in Munich, Federal Republic of Germany. A sample of the Notice is attached hereto as Exhibit A.

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<sup>1</sup> Deutsche Bank AG and DB Group Services (UK) Limited.

<sup>2</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the Order Preliminarily Approving Proposed Settlement with Deutsche Bank AG and DB Group Services (UK) Ltd., Scheduling Hearing for Final Approval of Proposed Settlements With Barclays PLC, Barclays Capital Inc., HSBC Holdings PLC, HSBC Bank PLC, Deutsche Bank AG, and DB Group Services (UK) Ltd., and Approving the Proposed Form and Program of Notice to the Class, dated July 6, 2017 (the "Order").


<sup>3</sup> I understand that the Deutsche Bank Defendants retained KCC to directly provide notice to these potential Settlement Class members who entered into Euribor-Based Derivatives transactions with the Deutsche Bank Defendants during the class period. I understand that the Deutsche Bank Defendants provided the names of U.S.-based potential Settlement Class members to the Settlement Administrator, which was retained by the Plaintiffs, but retained KCC to provide notice to potential Settlement Class members who may be domiciled outside of the United States, and whose names and addresses the Deutsche Bank Defendants therefore preferred not to provide to the Settlement Administrator.

5. The Notice requested those brokerage firms, swaps dealers or trustees through whom Euribor-Based Derivatives were traded during the Class Period for the benefit of others to provide the name and last known address of such customers to the Settlement Administrator at the address listed in the Notice, and that the Settlement Administrator would cause copies of the Notice to be forwarded to each customer identified at the address so designated.

6. As a result of the efforts described above, as of January 5, 2018, KCC had mailed a total of 938 Notices.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of January 2018 in El Segundo, California.

  
\_\_\_\_\_  
Patrick J. Ivie