

**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 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.

Docket No. 13-cv-02811 (PKC)

**DECLARATION OF RUST CONSULTING, INC.
REGARDING MAILING OF THE SETTLEMENT NOTICE AND CLAIM FORM TO
CERTAIN POTENTIAL SETTLEMENT CLASS MEMBERS**

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

1. I am a Program Manager at Rust Consulting, Inc. (“Rust”). My business address is 920 2nd Avenue South, Suite 400, Minneapolis, MN 55402. I am over 21 years of age and am not a party to this Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. In connection with the proposed settlement between Plaintiffs and Société Générale, Rust was retained by Société Générale to effectuate mailing of the Notice of Proposed Class Action Settlement, September 7, 2023 Settlement Hearing Thereon, and Settlement Class Members’ Rights, and Proof of Claim and Release (together, the “Notice Packet”) to certain potential members of the Settlement Class, as described more fully below. I understand Société Générale did not provide the names and addresses of these potential Settlement Class Members to Plaintiffs given restrictions potentially imposed by non-U.S. bank secrecy, customer confidentiality and/or data privacy laws.

3. Société Générale provided an affiliate of Rust Consulting in Germany with lists containing 15,937 unique names and addresses of identified potential Settlement Class Members.

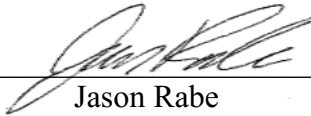
4. Between July 17, 2023 and August 7, 2023, the affiliate caused the Notice Packet to be mailed to each of the 15,937 potential Settlement Class Members identified by Société Générale. A sample of the Notice Packet is attached hereto as **Exhibit A**.

5. As a result of the efforts described above, as of August 18, 2023, the affiliate has mailed a total of 15,937 Notice Packets.

6. To my knowledge, none of the 15,937 Notice Packets that were mailed to potential Settlement Class members were sent to addresses with mailing restrictions or suspensions.

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

Executed this 23rd day of August, 2023, in Minneapolis, MN.



Jason Rabe

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, SEPTEMBER 7, 2023 SETTLEMENT 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 SETTLEMENT, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE NET SETTLEMENT FUND.

If you are a brokerage firm, swaps dealer, or trustee through which Euribor Products¹ 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 are requested to (i) provide the name and last known address of such customers to the Claims Administrator at the address listed in Section VIII below within two weeks of receiving this Notice so that the Claims Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated; or (ii) request from the Claims Administrator sufficient copies of this Notice to forward directly to beneficial owners of the Euribor Products. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses upon request following submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed in Section VIII.

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

Plaintiffs² 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 Defendant is Société Générale. Société Générale has denied and continues to deny Plaintiffs' claims.

Plaintiffs entered into a settlement with Société Générale on March 31, 2023 (the "Settlement Agreement"). To resolve the claims against them, Société Générale agreed to pay by wire transfer a total of \$105,000,000 into the Escrow Account within ten (10) business days after entry of the Preliminary Approval Order. The foregoing payment, plus all interest earned thereon, constitutes the Settlement Fund.

Right to Submit a Proof of Claim and Release in the Settlement. Settlement Class Members may be entitled to share in the Net Settlement Fund if they previously submitted a valid and timely Proof of Claim and Release in connection with any of the earlier settlements in this Action, or if a Proof of Claim and Release is postmarked no later than October 9, 2023. *See* Section III.A and Section IV below. The Proof of Claim and Release is attached and/or is available at www.EuriborSettlement.com (the "Settlement Website").

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

Settlement Hearing and Right to Object. The Court has scheduled a public hearing on final approval for September 7, 2023 at 2:00 p.m. (ET) ("Settlement Hearing"). The purpose of the Settlement Hearing is to determine, among other things, whether the Settlement, the Plan of Allocation, the application by Class Counsel for attorneys' fees and reimbursement of expenses, and Plaintiffs' application for an Incentive Award (if any) are fair, reasonable, and adequate. If you remain in the Settlement Class, then you may object to any aspect of the Settlement, the Plan of Allocation, Class Counsel's request for attorneys' fees and expenses, or any other matters.

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.

² Plaintiffs include Stephen Sullivan, White Oak Fund LP, California State Teachers' Retirement System, any subsequently named plaintiff(s), and any of their assignees that may exist now or in the future, including but not limited to Fund Liquidation Holdings, LLC (collectively, the "Plaintiffs").

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 on or before August 3, 2023, or they will not be considered. See Section III.B below.

Only Members of the Settlement Class Who Previously Submitted a Valid Proof of Claim and Release or Who Do So in Response to this Notice Will Be Eligible to Participate in the Net Settlement Fund. Assuming final approval by the Court, the one hundred five million dollars (\$105,000,000), plus interest, in Settlement obtained from Société Générale will, net of such attorneys' fees, costs, fees, taxes, and other deductions as are approved by the Court, be distributed to the members of the Settlement Class who properly complete and timely return a valid Proof of Claim and Release form, and are entitled to distribution under the Plan of Allocation. **IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE CLASS NOTICE DATED NOVEMBER 29, 2017, THE CLASS NOTICE DATED DECEMBER 19, 2018, AND/OR THE CLASS NOTICE DATED JUNE 8, 2022, YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THIS SETTLEMENT WITH SOCIÉTÉ GÉNÉRALE.** If you did not submit a Proof of Claim and Release pursuant to: (1) the November 29, 2017 Notice (the "2017 Notice") related to the \$94 million settlement with Defendants Barclays plc, Barclays Bank plc, and Barclays Capital Inc. (collectively, "Barclays"), the \$45 million settlement with HSBC Holdings plc and HSBC Bank plc (collectively, "HSBC"), and the \$170 million settlement with Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); (2) the December 19, 2018 Notice (the "2018 Notice") related to the \$182.5 million settlement with Citigroup Inc. and Citibank, N.A. (collectively, "Citi") and JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"); and/or (3) the June 8, 2022 Notice (the "2022 Notice") related to the \$55 million settlement with Crédit Agricole S.A. and Crédit Agricole CIB (collectively, "Crédit Agricole"), then you must act to submit a timely Proof of Claim and Release in order to be eligible to receive any portion of the Net Settlement Fund. Any member of the Settlement Class who previously submitted a Proof of Claim and Release in connection with the 2017 Notice, the 2018 Notice, and/or the 2022 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto, unless such member submits a timely and valid request for exclusion as explained below.

Right to Exclude Yourself from the Settlement Class for the Settlement. The Court will exclude you from the Settlement Class if you make a written request for exclusion from the Settlement in the form described in Section III.C that is postmarked to the Claims Administrator (A.B. Data, Ltd.) at the address set forth in Section VIII below no later than July 27, 2023. **To be valid, the request for exclusion must comply with the requirements set forth in the Court's order dated April 18, 2023, 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 Fund.

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, JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., The Royal Bank of Scotland plc, Société Générale, and UBS AG (collectively, "Defendants") agreed, combined, and conspired to rig Euribor and fix the prices of Euribor Products. Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that panel banks that made daily Euribor submissions to Thomson Reuters falsely reported banks' costs of borrowing to financially benefit their Euribor Products positions. Plaintiffs also allege that Defendants 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, Plaintiffs allege that, 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 Racketeer Influenced and Corrupt Organizations Act ("RICO"), and common law.

Société Générale has consistently and vigorously denied Plaintiffs' allegations and maintains it has meritorious defenses to the claims of liability and damages made by Plaintiffs.

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 named additional 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.), Crédit Agricole S.A., Crédit Agricole CIB, ICAP plc, ICAP Europe Limited, The Royal Bank of Scotland plc, Société Générale, and UBS AG ("Dismissed Defendants") for lack of personal jurisdiction (the "February 21 Order"). ECF No. 286.

On March 7, 2017, Defendants Citi and 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.

On July 6, 2017, the Court granted Preliminary Approval of the Settlements between Plaintiffs and HSBC, Deutsche Bank, and Barclays. ECF No. 364.

On March 23, 2018, Plaintiffs moved for Final Approval of Settlements between Plaintiffs and HSBC, Deutsche Bank, and Barclays. ECF No. 399.

On May 18, 2018, the Court granted Final Approval of the Settlements between Plaintiffs and HSBC, Deutsche Bank, and Barclays, and entered a judgment dismissing Barclays, HSBC, and Deutsche Bank with prejudice. ECF No. 427 and 431.

On November 21, 2018, Plaintiffs moved for Preliminary Approval of the Settlement between Plaintiffs and Citi and JPMorgan, which the Court granted on December 19, 2018. ECF Nos. 444, 454.

On March 22, 2019, Plaintiffs moved for Final Approval of Settlement between Plaintiffs and Citi and JPMorgan. ECF No. 468.

On May 17, 2019, the Court granted Final Approval of the Settlement between Plaintiffs and Citi and JPMorgan and entered a judgment dismissing Citi and JPMorgan with prejudice. ECF Nos. 498-99.

On June 14, 2019, Plaintiffs filed a Notice of Appeal initiating an appeal of: the February 21, 2017 Order denying in part and granting in part Defendants' motion to dismiss (ECF No. 286); the April 18, 2017 Order granting the motion of certain Defendants for clarification of the February 21, 2017 Order (ECF No. 339) only insofar as such order clarified the February 21, 2017 Order as to Plaintiffs' claims against all defendants except Citigroup Inc., Citibank, N.A., JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A.; and the April 18, 2017 Order denying Plaintiffs' motion to amend their complaint (ECF No. 340). ECF No. 506.

On June 28, 2019, Defendants Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), Crédit Agricole S.A., Crédit Agricole CIB, ICAP plc, ICAP Europe Limited, The Royal Bank of Scotland plc, Société Générale, and UBS AG filed a Notice of Appeal initiating an appeal of the Court's February 21, 2017 Order denying in part and granting in part Defendants' motion to dismiss (ECF No. 286). ECF Nos. 508-09.

On August 28, 2019, the United States Court of Appeals for the Second Circuit (the "Second Circuit") granted Plaintiffs' motion to hold these appeals in abeyance pending the Second Circuit's decision in an earlier-filed appeal that addressed certain similar issues as those raised on appeal. *Sullivan v. Barclays Plc*, 19-1769 (2d. Cir. 2019) (the "Appeal Docket"), ECF No. 119. The Second Circuit lifted the stay on February 15, 2022. Appeal Docket, ECF No. 133. Plaintiffs-Appellants subsequently filed their opening brief on May 17, 2022. Appeal Docket, ECF No. 159. Defendants-Appellees filed their response briefs on August 16, 2022. Appeal Docket, ECF No. 170, 171. On October 14, 2022, Plaintiffs-Appellants filed their reply brief. Appeal Docket, ECF No. 208. On November 4, 2022, Defendants-Appellees filed their reply briefs for the cross-appeal. Appeal Docket, ECF No. 214, 215.

On March 17, 2022, Plaintiffs-Appellants moved to partially sever the appeal and to remand the appeal with regard to Crédit Agricole for the district court to consider the proposed settlement with Crédit Agricole. Appeal Docket, ECF No. 144. The Second Circuit granted the motion on March 24, 2022. Appeal Docket, ECF No. 148. Plaintiffs moved for preliminary approval of the proposed Crédit Agricole settlement on April 29, 2022, which the Court granted on May 9, 2022. ECF Nos. 516-20. On August 9, 2022, Plaintiffs filed their motion for final approval of the Crédit Agricole settlement and, after a hearing, the Court granted final approval of the Crédit Agricole settlement on November 15, 2022. ECF Nos. 521-37, 548-49. On November 11, 2022, Plaintiffs-Appellants moved to partially sever the appeal and to remand the portion of the appeal with regard to Société Générale for the district court to consider the proposed settlement. Appeal Docket, ECF No. 219. The Second Circuit granted the motion on November 21, 2022. Appeal Docket, ECF No. 235. Plaintiffs filed the motion for preliminary approval of the proposed settlement with Société Générale on April 14, 2023, which the Court granted on April 18, 2023. ECF Nos. 560, 564.

C. The Definition of the Settlement Class

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

All Persons who purchased, sold, held, traded, or otherwise had any interest in 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 in 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.

Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a defendant, and the United States Government. Notwithstanding the exclusions contained in the immediately preceding sentence, and solely for purposes of the Settlement and the Settlement Class, Investment Vehicles are not excluded from the Settlement Class solely on the basis of their being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that Defendant's beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement with Société Générale

On behalf of the Settlement Class, Plaintiffs entered into the Settlement Agreement with Société Générale on March 31, 2023. Société Générale has agreed to enter into this Settlement Agreement, while denying the allegations brought in the Action and maintaining that it has meritorious defenses to Plaintiffs' claims of liability and damages, in order to avoid further expense, inconvenience and the distraction of burdensome protracted litigation, and thereby to resolve this controversy and avoid the risks inherent in complex litigation. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the Settlement Agreement, which is on file with the Court at the address indicated in this Notice and are available at the official website for the Settlement, at www.EuriborSettlement.com (the "Settlement Website").

1. Société Générale's Payments for the Benefit of the Settlement Class

a. No Right to Reversion

The Settlement Agreement does not provide Société Générale 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 Settlement is finally approved by the Court, none of the Settlement monies will revert to Société Générale.

b. Société Générale's Potential Right To Termination

Paragraphs 37 and 40 of the Settlement Agreement describe Société Générale's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, Société Générale has the right (as qualified in the Settlement Agreement), 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 Plan of Allocation is available for review on the Settlement Website at www.EuriborSettlement.com. The daily artificiality matrix, as described in the Plan of Allocation, is posted on the Settlement Website. Changes, if any, to the daily artificiality matrix based on newly available data or information will be promptly posted on the Settlement Website. Members of the Settlement Class are strongly encouraged to review the Settlement Website for any changes to the Plan of Allocation.

d. Changes or Further Orders by the Court

Any change by the Court 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 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 Settlement for the Benefit of the Class

Société Générale has agreed to provide the following cooperation to Class Counsel in the event that the Action is eventually remanded from the Second Circuit to the Court for further prosecution against any non-settling Defendant: documents produced to government agencies in connection with their investigations of Euribor-related conduct; trade data pertaining to Société Générale's transactions in Euro-denominated inter-bank money market instruments, including loans, deposits and certificates of deposit; trade data pertaining to Société Générale's transactions in Euribor Products; and non-privileged declarations, affidavits, witness statements or other sworn or unsworn written statements of former and/or current Société Générale directors, officers or employees concerning the allegations set forth in this Action. The extent of the cooperation to be provided by Société Générale is described in (and qualified by) the Settlement Agreement.

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

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

In exchange for Société Générale's payments, Settlement Class Members will release their claims against the Releasees, as defined in the 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 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 Releasers, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releaser, shall be deemed to have, and by operation of the Final Approval Order and the Judgment shall have, fully, finally and forever released, relinquished and discharged Releasees from any and all Released Claims,³ and shall be permanently barred and enjoined from instituting, commencing or prosecuting any such Released Claim against any Releasee in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Each Releaser shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releaser 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, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, and are to be construed under New York law without regard to its conflict of law principles. 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 (including, without limitation, N.Y. General

³ The "Released Claims" means any and all manner of claims, including, without limitation, unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, or damages, whenever incurred, or liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to conduct alleged in the Action or which could have been alleged in the Action against the Released Parties concerning Euribor, any Euribor Products or any similar financial instruments priced, benchmarked, or settled to Euribor purchased, sold, held, traded, and/or transacted by the Plaintiffs, Class Members, and/or Settling Class Members (to the extent such similar financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), or in which any of the foregoing otherwise had any interest, including, but not limited to, any alleged manipulation of Euribor or Euribor Products 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 employees of Société Générale arising solely from those former employees' conduct that occurred while not employed by Société Générale; (ii) any claims against the named Defendants in this Action other than Société Générale; (iii) any claims against interdealer brokers or their employees or agents when and to the extent they were engaged as employees or agents of the other Defendants or interdealer brokers; or (iv) any claims against any Defendant not affiliated with Société Générale who may be subsequently added in this Action. For the avoidance of doubt, Released Claims do not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

Obligations Law § 15-108) 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 or defendant subsequently added to this Action is or was legally entitled to any kind of contribution or indemnification from Société Générale arising out of or related to Released Claims, the Releasers agree that any money judgment subsequently obtained by the Releasers against any Defendant or defendant subsequently added to this Action shall be reduced to an amount such that, upon paying the entire amount, the Defendant or defendant subsequently added to this Action would have no claim for contribution, indemnification or similar claims against Société Générale. 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 release set forth above is not a general release, such release constitutes a waiver of any and all rights arising under 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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 Settling Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the 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.

The 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 Settlement Agreement are specifically reserved by the Plaintiffs and Class Members.

III. YOUR OPTIONS

A. Submit a Proof of Claim and Release for the Settlement Agreement

As a Settlement Class Member, you may be entitled to share in the Net Settlement Fund if you already submitted a valid and timely Proof of Claim and Release or if you submit a valid and timely Proof of Claim and Release demonstrating that you are an Authorized Claimant as set forth in the Settlement Agreement. Proof of Claim and Release forms must be postmarked to the Claims Administrator (*see* address in Section VIII below) no later than October 9, 2023. A copy of the Proof of Claim and Release is attached hereto and/or may be obtained on the Settlement Website at www.EuriborSettlement.com.

IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE 2017 NOTICE, THE 2018 NOTICE, AND/OR THE 2022 NOTICE IN THIS ACTION, YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THIS SETTLEMENT WITH SOCIÉTÉ GÉNÉRALE. Your previously submitted Proof of Claim and Release will automatically be considered in connection with this Settlement. If you did not submit a Proof of Claim and Release pursuant to either: the 2017 Notice related to the \$94 million settlement with Barclays, the \$45 million settlement with HSBC, and the \$170 million settlement with Deutsche Bank; the 2018 Notice related to the \$182.5 million settlement with Citi and JPMorgan; and/or the 2022 Notice related to the \$55 million settlement with Crédit Agricole, then you must act to submit a timely Proof of Claim and Release in order to be eligible to receive any portion of the Net Settlement Fund.

Any member of the Settlement Class who previously submitted a Proof of Claim and Release in connection with the 2017 Notice, the 2018 Notice, and/or the 2022 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto, unless such member submits a timely and valid request for exclusion as explained below. Any member of the Settlement Class who did not submit a Proof of Claim and Release pursuant to the 2017 Notice, the 2018 Notice, and/or the 2022 Notice, and who fails to submit a Proof of Claim and Release by the dates in the manner specified in this Notice will be barred from receiving any payment from the Net Settlement Fund (unless, by Order of the Court, an untimely Proof of Claim and Release submitted by such member of the Settlement Class is approved), but will in all other respects be bound by the terms of the Settlement Agreement and by the Final Judgment entered on the Class's claims.

B. Object to the Settlement

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 the proposed Settlement or any related matter (including the requests for attorneys' fees, expenses, and/or Incentive Awards, the Plan of Allocation or any other matter).

However, no person shall be heard in opposition to the Settlement Agreement, 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 August 3, 2023, such person files with the Court a statement



of the objection, as well as the specific legal and factual reasons for each objection, including all support that the objecting Settlement Class Member or governmental entity wishes to bring to the Court's attention and all evidence the objecting Settlement Class Member or governmental entity wishes to introduce in support of his, her, or its objection. Such submission must contain: (i) the name, address, and telephone number of the Person or entity objecting and must be signed by the objector (an attorney's signature is not sufficient); (ii) a heading that refers to the Action by case name and case number ("*Sullivan, et al. v. Barclays PLC, et al.*, No. 13-cv-2811 (PKC) (S.D.N.Y.)"); (iii) a statement of the Person's objection or objections, and the specific legal and factual basis for each objection argument, including a description of any and all evidence the objecting Person or entity may offer at the Settlement Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses, and all exhibits intended to be introduced at the Settlement Hearing; (iv) documentary proof of the objecting Person's membership in the Settlement Class; (v) a statement of whether the objecting 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, telephone number, and email address; (vi) a description of the Euribor Products transactions entered into by the Person 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 (vii) a list of other cases in which the objector or counsel for the objector 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. Plaintiffs or Société Générale may apply to the Court for permission to examine an objector on terms and conditions set by the Court. Counsel for the Settling Parties are listed below.

<p>Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601</p>	<p>Christopher Lovell Lovell Stewart Halebian Jacobson LLP 500 Fifth Avenue, Suite 2440 New York, NY 10110</p>	<p>Steven Wolowitz Henninger Bullock Andrew Calica Mayer Brown LLP 1221 Avenue of the Americas New York, NY 10020</p>
<i>Counsel for Plaintiffs (Class Counsel)</i>		<i>Counsel for Société Générale</i>

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

To exclude yourself from the Settlement Class for the Settlement, you must submit a written request that clearly states: (i) the name, address, and telephone number of the Settlement Class Member seeking exclusion, and in the case of entities, the name and telephone number of the appropriate contact person, as well as a list of all trade names or business names that the Settlement Class Member requests to be excluded; (ii) the name of the Action ("*Sullivan, et al. v. Barclays PLC, et al.*, No. 13-cv-2811 (PKC) (S.D.N.Y.)"); (iii) a statement certifying such person is a Settlement Class Member; (iv) 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 (v) a statement that "I/we hereby request that I/we be excluded from the Settlement Class as to the Settlement with Société Générale in *Sullivan, et al. 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), even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreement must be postmarked no later than July 27, 2023, and must be sent by U.S. First-Class Mail (preferably certified mail) (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Claims Administrator to the following address:

Euribor Settlement – EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

If you exclude yourself from the Settlement Class for the Settlement, you will not be bound by the Settlement and can independently pursue claims you may have against Société Générale at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlement, you will not be eligible to share in the Net Settlement Fund. In addition, if you exclude yourself from the Settlement Class, you will not be entitled to object to the Settlement 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, may be obtained from the Settlement Website at www.EuriborSettlement.com or you may request that a Proof of Claim and Release be mailed to you by calling the Claims Administrator toll-free at 800-492-9154. You should consider reading the 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**

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 five years, Class Counsel will ask the Court for an award of attorneys' fees in the amount of no more than sixteen percent (16%), or \$16,800,000, of the Settlement Fund as a common fund and for reimbursement of their costs and expenses in the amount of no more than \$500,000, all to be deducted from the Settlement Fund. Additionally, Class Counsel may apply, at the time of any application for distribution to qualifying Settlement Class Members, for an award from the Settlement Fund for reimbursement of costs and expenses incurred in connection with the administration of the Settlement Agreement after the date of the Settlement Hearing. Plaintiffs may submit an additional request for service awards in light of their continued commitment and contributions that led to this Settlement for the benefit of the putative class. Plaintiffs have agreed that any award, if requested, will not exceed a total of \$150,000. Any such amount constitutes the Incentive Award.

VI. SETTLEMENT HEARING AND RIGHT TO OBJECT

The Court has scheduled a Settlement Hearing for September 7, 2023, at 2:00 p.m. (ET) to be held at the Daniel Patrick Moynihan 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 Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of litigation expenses.

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 Settlement or other applications should or should not be approved. However, if you wish to appear, you must submit a written statement, along with any materials you wish the Court to consider. This written statement must be received by the Court (at the address provided above) no later than August 3, 2023, or it 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, or send it to the Claims Administrator at the address set forth in Section VIII below.

VIII. THE CLAIMS ADMINISTRATOR

The Court has appointed A.B. Data, Ltd. as the Claims Administrator. Among other things, the Claims Administrator is responsible for providing notice of the Settlement to the Settlement Class and processing Proof of Claim and Release forms. You may contact the Claims Administrator through the Settlement Website, by telephone toll-free at 800-492-9154, or by writing to the Claims 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 Agreement is 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 Agreement, 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: May 18, 2023

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 Claims Administrator at the following address, postmarked no later than **October 9, 2023**:

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 who purchased, sold, held, traded, or otherwise had any interest in Euribor Products¹ from June 1, 2005 through and including 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 and options, 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.

Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any alleged co-conspirator whether or not named as a defendant, and the United States Government. Notwithstanding the exclusions contained in the immediately preceding sentence, and solely for purposes of the Settlement and the Settlement Class, Investment Vehicles are not excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

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 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 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 Fund. Submission of this Proof of Claim and Release does not ensure that you will share in any of the proceeds of the Net Settlement Funds. If you timely submitted a Proof of Claim and Release pursuant to the class notice dated (1) November 29, 2017, related to the \$94 million settlement with Defendants Barclays plc, Barclays Bank plc, and Barclays Capital Inc. (collectively, “Barclays”), the \$45 million settlement with HSBC Holdings plc and HSBC Bank plc (collectively, “HSBC”), and the \$170 million settlement with Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”) (the “2017 Notice”); (2) December 19, 2018, related to the \$182.5 million settlement with Citigroup Inc. and Citibank, N.A. (collectively, “Citi”) and JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”) (the “2018 Notice”); and/or (3) June 8, 2022, related to the \$55 million settlement with Cr dit Agricole S.A. and Cr dit Agricole CIB (together “Cr dit Agricole”) (the “2022 Notice”), **YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THE SETTLEMENT WITH SOCI T  G N RALE.**

If you omit needed documentation or information, your claim may be considered defective by the Claims 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.

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 Settlement. Knowingly submitting inaccurate or incomplete information may subject you to civil or criminal penalties.

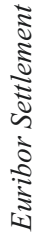
You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release. Please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

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

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



PROOF OF CLAIM AND RELEASE
Please print or type

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

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”):

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.

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.

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 Claims 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 Claims 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.

The Claims 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.

QUESTIONS? VISIT WWW.EURIBORSETTLEMENT.COM OR CALL TOLL-FREE 800-492-9154.



The Claims 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 Claims 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.

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
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		/ /					
		/ /					
		/ /					

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?
	/ /							
	/ /							
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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 Claims 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 Claims 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 Claims 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 Claims Administrator if requested to do so.

You understand that the Claims 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 Settlement as set forth in the Settlement Agreement 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 Agreement at 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 15 and 16 of the Agreement in order to receive the appropriate share, if any, of the 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 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.).