

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

NOTICE OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENTS WITH JPMORGAN CHASE & CO., NATWEST MARKETS PLC (F/K/A THE ROYAL BANK OF SCOTLAND PLC), DEUTSCHE BANK AG, DB GROUP SERVICES (UK) LTD., CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, NEX GROUP PLC, NEX INTERNATIONAL LIMITED (F/K/A ICAP PLC), ICAP CAPITAL MARKETS LLC (N/K/A INTERCAPITAL CAPITAL MARKETS LLC), ICAP SECURITIES USA LLC, ICAP EUROPE LIMITED, TP ICAP PLC (F/K/A TULLETT PREBON PLC AND N/K/A TP ICAP FINANCE PLC), TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, GOTTEX BROKERS SA, AND VELCOR SA

PLEASE TAKE NOTICE that upon the accompanying memorandum of law, the Declaration of Vincent Briganti, the individual declarations filed herewith, the exhibits attached thereto, and the record herein, Plaintiffs, by and through their undersigned counsel, will respectfully move this Court, before the Honorable Sidney H. Stein, United States District Judge, at the United States District Court, Southern District of New York, 500 Pearl Street, New York, New York on September 27, 2023 at 10:00 a.m. for an order granting final approval of the Settlements between Plaintiffs and the following Defendants: (1) JPMorgan Chase & Co.; (2) NatWest Markets plc (f/k/a The Royal Bank of Scotland plc); (3) Deutsche Bank AG and DB Group Services (UK) Ltd.; (4) Credit Suisse Group AG and Credit Suisse AG; (5) NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited; and (6) TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG, Gottex Brokers SA, and Velcor SA, and for such other relief as set forth in the [Proposed] Final Approval Orders and the [Proposed] Final Judgments, filed herewith.

Dated: August 9, 2023
White Plains, New York

LOWEY DANNENBERG, P.C.

By: /s/ Vincent Briganti
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Class Counsel

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

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Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT
WITH JPMORGAN CHASE & CO.**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with JPMorgan Chase & Co. (“JPMorgan”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by JPMorgan (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated June 2, 2017, ECF No. 151-1 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.
2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to JPMorgan's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in this

LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees' conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States. *See* Settlement Agreement § 12.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (PP).

litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, JPMorgan, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 427), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the

Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon JPMorgan's submission to the Court dated July 24, 2023 (ECF No. 464), the Court further finds that JPMorgan has complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that _____ Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with JPMorgan identified at ECF No. _____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against JPMorgan, including but not limited to any and all future prosecution of the Action against JPMorgan.

10. The Court finds that ____ objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the

Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or JPMorgan, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; JPMorgan's defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of any Party,

and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 36 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, JPMorgan, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as otherwise provided

in the Settlement Agreement, any disputes involving the Representative Plaintiffs, JPMorgan, or Settling Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 12 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

⁴ "Released Parties" means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than JPMorgan. *See* Settlement Agreement § 1(GG).

18. The Court hereby approves the release and covenant not to sue set forth in Section 12 of the Settlement and directs dismissal of the Action as against JPMorgan and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against JPMorgan or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against JPMorgan or any Released Parties based on the Released Claims; (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against JPMorgan or any

⁵ “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.). *See* Settlement Agreement § 1(HH).

Released Parties based on the Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against JPMorgan or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against JPMorgan or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against JPMorgan and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from JPMorgan or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against JPMorgan or any Released Parties.

21. The Court permanently bars and enjoins claims by JPMorgan or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims by JPMorgan and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any

claims for contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by JPMorgan and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and JPMorgan in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of JPMorgan or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of JPMorgan or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and JPMorgan in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether

in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by JPMorgan to the Representative Plaintiffs or by the Representative Plaintiffs to the JPMorgan in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court's certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court's findings in this Final Approval Order shall have no effect on the Court's ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs' capacity to litigate or to represent a putative class, and no party may cite or refer to the Court's approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel's request for attorneys' fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this _____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

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Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE OF JPMORGAN CHASE & CO.**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with JPMorgan Chase & Co. (“JPMorgan”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by JPMorgan (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated June 2, 2017 between Representative Plaintiffs and JPMorgan, ECF No. 151-1 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to JPMorgan (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against JPMorgan.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants,

from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial

representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.). *See* Settlement Agreement § 1(HH).

³ "Released Parties" means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than JPMorgan. *See* Settlement Agreement § 1(GG).

instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees' conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to JPMorgan shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT
WITH CREDIT SUISSE GROUP AG AND CREDIT SUISSE AG**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by Credit Suisse (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated July 13, 2022, ECF No. 391-1 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to Credit Suisse's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in this

franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in this Action other than Credit Suisse; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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. *See* Settlement Agreement § 13.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (QQ).

litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, Credit Suisse, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 428), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the

Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon Credit Suisse's submission to the Court dated July 28, 2022 (ECF No. 396), the Court further finds that Credit Suisse has complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that [_____] Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with Credit Suisse identified at ECF No. _____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against Credit Suisse, including but not limited to any and all future prosecution of the Action against Credit Suisse.

10. The Court finds that [_____] objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the

Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or Credit Suisse, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; Credit Suisse's defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of

any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 38 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, Credit Suisse, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as

otherwise provided in the Settlement Agreement, any disputes involving the Representative Plaintiffs, Credit Suisse, or Settling Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 13 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

⁴ "Released Parties" means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries, and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than Credit Suisse. *See* Settlement Agreement § 1(HH).

18. The Court hereby approves the release and covenant not to sue set forth in Section 13 of the Settlement and directs dismissal of the Action as against Credit Suisse and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Credit Suisse or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Credit Suisse or any Released Parties based on the Released Claims;

⁵ “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors, and assigns, direct and indirect parents, subsidiaries, and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries, or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.). See Settlement Agreement § 1(II).

(c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Credit Suisse or any Released Parties based on the Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against Credit Suisse or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against Credit Suisse or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against Credit Suisse and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from Credit Suisse or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against Credit Suisse or any Released Parties.

21. The Court permanently bars and enjoins claims by Credit Suisse or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court

permanently bars and enjoins claims by Credit Suisse and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any claims for contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by Credit Suisse and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Credit Suisse in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of Credit Suisse or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of Credit Suisse or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its exhibits),

whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Credit Suisse in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by Credit Suisse to the Representative Plaintiffs or by the Representative Plaintiffs to the Credit Suisse in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word “days,” as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court’s certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court’s findings in this Final Approval Order shall have no effect on the Court’s ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs’ capacity to litigate or to represent a putative class, and no party may cite or refer to the Court’s approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel’s request for attorneys’ fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this ____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
OF CREDIT SUISSE GROUP AG AND CREDIT SUISSE AG**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by Credit Suisse (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated July 13, 2022 between Representative Plaintiffs and Credit Suisse, ECF No. 391-1 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to Credit Suisse (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against Credit Suisse.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint

from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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

Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors, and assigns, direct and indirect parents, subsidiaries, and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries, or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.). *See* Settlement Agreement § 1(II).

³ "Released Parties" means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries, and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than Credit Suisse. *See* Settlement Agreement § 1(HH).

in the Action or which could have been alleged in the Action against the Released Parties concerning any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in this Action other than Credit Suisse; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and

provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Credit Suisse shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT
WITH DEUTSCHE BANK AG AND DB GROUP SERVICES (UK) LTD.**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with Deutsche Bank AG and DB Group Services (UK) Ltd (collectively, “Deutsche Bank”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by Deutsche Bank (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated April 18, 2022, ECF No. 384-2 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to Deutsche Bank's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in

franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims 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 solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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. *See* Settlement Agreement § 12.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (QQ).

this litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, Deutsche Bank, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 429), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the

Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon Deutsche Bank's submission to the Court dated July 8, 2022 (ECF No. 388), the Court further finds that Deutsche Bank has complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that [_____] Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with Deutsche Bank identified at ECF No. _____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against Deutsche Bank, including but not limited to any and all future prosecution of the Action against Deutsche Bank.

10. The Court finds that [_____] objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the

Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or Deutsche Bank, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; Deutsche Bank's defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of

any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 36 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, Deutsche Bank, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as

otherwise provided in the Settlement Agreement, any disputes involving the Representative Plaintiffs, Deutsche Bank, or Settling Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 12 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

⁴ "Released Parties" means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than Deutsche Bank. *See* Settlement Agreement § 1(HH).

18. The Court hereby approves the release and covenant not to sue set forth in Section 12 of the Settlement and directs dismissal of the Action as against Deutsche Bank and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Deutsche Bank or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Deutsche Bank or any Released Parties based on the

⁵ “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.). See Settlement Agreement § 1(II).

Released Claims; (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Deutsche Bank or any Released Parties based on the Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against Deutsche Bank or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against Deutsche Bank or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against Deutsche Bank and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from Deutsche Bank or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against Deutsche Bank or any Released Parties.

21. The Court permanently bars and enjoins claims by Deutsche Bank or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court

permanently bars and enjoins claims by Deutsche Bank and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any claims for contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by Deutsche Bank and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Deutsche Bank in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of Deutsche Bank or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of Deutsche Bank or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its

exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Deutsche Bank in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by Deutsche Bank to the Representative Plaintiffs or by the Representative Plaintiffs to the Deutsche Bank in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word “days,” as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court’s certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court’s findings in this Final Approval Order shall have no effect on the Court’s ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs’ capacity to litigate or to represent a putative class, and no party may cite or refer to the Court’s approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel’s request for attorneys’ fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this _____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE OF DEUTSCHE BANK AND DG GROUP SERVICES (UK) LTD.**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by Deutsche Bank (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated April 18, 2022 between Representative Plaintiffs and Deutsche Bank, ECF No. 384-2 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to Deutsche Bank (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against Deutsche Bank.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint

from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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

Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.). *See* Settlement Agreement § 1(II).

³ "Released Parties" means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than Deutsche Bank. *See* Settlement Agreement § 1(HH).

in the Action or which could have been alleged in the Action against the Released Parties concerning any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims 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 solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Deutsche Bank shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT
WITH NEX GROUP PLC, NEX INTERNATIONAL LIMITED (F/K/A ICAP PLC), ICAP
CAPITAL MARKETS LLC (N/K/A INTERCAPITAL CAPITAL MARKETS LLC),
ICAP SECURITIES USA LLC, AND ICAP EUROPE LIMITED**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (collectively, “ICAP”), in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by ICAP (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated March 13, 2023, ECF No. 432-1 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.
2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1);

settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees' conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States. *See* Settlement Agreement § 13.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (QQ).

(ii) common questions of law and fact exist with regard to ICAP's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in this litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, ICAP, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated March 31, 2023 (ECF No. 440), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at

the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon ICAP's submission to the Court dated April 14, 2023 (ECF No. 444), the Court further finds that ICAP has complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that [_____] Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with ICAP identified at ECF No. ____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against ICAP, including but not limited to any and all future prosecution of the Action against ICAP.

10. The Court finds that [_____] objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or ICAP, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; ICAP's defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its

exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 37 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, ICAP, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the

Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as otherwise provided in the Settlement Agreement, any disputes involving the Representative Plaintiffs, ICAP, or Settling Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 13 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are

⁴ "Released Parties" means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc). See Settlement Agreement § 1(HH).

maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

18. The Court hereby approves the release and covenant not to sue set forth in Section 13 of the Settlement and directs dismissal of the Action as against ICAP and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against ICAP or any Released Parties based on the Released Claims;

⁵ “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.). *See* Settlement Agreement § 1(II).

(b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against ICAP or any Released Parties based on the Released Claims; (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against ICAP or any Released Parties based on the Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against ICAP or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against ICAP or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against ICAP and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from ICAP or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire

amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against ICAP or any Released Parties.

21. The Court permanently bars and enjoins claims by ICAP or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims by ICAP and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any claims for contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by ICAP and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and ICAP in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of ICAP or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence

of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of ICAP or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and ICAP in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by ICAP to the Representative Plaintiffs or by the Representative Plaintiffs to the ICAP in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement

Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court's certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court's findings in this Final Approval Order shall have no effect on the Court's ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs' capacity to litigate or to represent a putative class, and no party may cite or refer to the Court's approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel's request for attorneys' fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this _____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL JUDGMENT AND ORDER OF DISMISSAL WITH
NEX GROUP PLC, NEX INTERNATIONAL LIMITED (F/K/A ICAP PLC), ICAP
CAPITAL MARKETS LLC (N/K/A INTERCAPITAL CAPITAL MARKETS LLC),
ICAP SECURITIES USA LLC, AND ICAP EUROPE LIMITED**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (collectively, “ICAP”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by ICAP (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated March 13, 2023 between Representative Plaintiffs and ICAP, ECF No. 432-1 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to ICAP (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against ICAP.

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or

² “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.). *See* Settlement Agreement § 1(II).

³ “Released Parties” means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc). *See* Settlement Agreement § 1(HH).

equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees' conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than

ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to ICAP shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

[PROPOSED]

**FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT WITH TP ICAP PLC
(F/K/A TULLETT PREBON PLC AND N/K/A TP ICAP FINANCE PLC) TULLETT
PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON
FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, AND
COSMOREX AG; GOTTEX BROKERS SA; AND VELCOR SA**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); (b) Gottex Brokers SA (“Gottex”); and (c) Velcor SA (“Velcor” and together with TP ICAP and Gottex, the “Settling Brokers”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by the Settling Brokers, (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated May 10, 2023, ECF No. 454-1 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and liabilities of

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court

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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers' employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States. *See* Settlement Agreement § 13.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (QQ).

hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to Settling Broker's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in this litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, Settling Brokers, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated May 16, 2023 (ECF No. 457); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class

Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon the Settling Brokers' submission to the Court dated June 7, 2023 (ECF No. 459), the Court further finds that Settling Brokers has complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that [_____] Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with Settling Brokers identified at ECF No. ____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against Settling Brokers, including but not limited to any and all future prosecution of the Action against Settling Brokers.

10. The Court finds that [_____] objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or Settling Brokers, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; Settling Brokers' defenses shall be reinstated; the

certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 37 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred

to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, Settling Brokers, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as otherwise provided in the Settlement Agreement, any disputes involving the Representative Plaintiffs, Settling Brokers, or Settling Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 13 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are

⁴ "Released Parties" means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers),

maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

18. The Court hereby approves the release and covenant not to sue set forth in Section 13 of the Settlement and directs dismissal of the Action as against Settling Brokers and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class

shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC. *See* Settlement Agreement § 1(GG).

⁵ “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P.,

members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Settling Brokers or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Settling Brokers or any Released Parties based on the Released Claims; (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Settling Brokers or any Released Parties based on the Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against Settling Brokers or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against Settling Brokers or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against Settling Brokers and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any

Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.). *See* Settlement Agreement § 1(HH).

court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from Settling Brokers or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against Settling Brokers or any Released Parties.

21. The Court permanently bars and enjoins claims by Settling Brokers or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims by Settling Brokers and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any claims for contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by Settling Brokers and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Settling Brokers in connection with settlement discussions, and

discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of Settling Brokers or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of Settling Brokers or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and Settling Brokers in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by Settling Brokers to the Representative Plaintiffs or by the Representative Plaintiffs to the Settling Brokers in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court's certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court's findings in this Final Approval Order shall have no effect on the Court's ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs' capacity to litigate or to represent a putative class, and no party may cite or refer to the Court's approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel's request for attorneys' fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this _____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

[PROPOSED]

**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE OF
TP ICAP PLC (F/K/A TULLETT PREBON PLC AND N/K/A TP ICAP FINANCE PLC)
TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT
PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED,
AND COSMOREX AG; GOTTEX BROKERS SA; AND VELCOR SA**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); (b) Gottex Brokers SA (“Gottex”); and (c) Velcor SA (“Velcor” and together with TP ICAP and Gottex, the “Settling Brokers”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by the Settling Brokers (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated May 10, 2023 between Representative Plaintiffs and Settling Brokers, ECF No. 454-1 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to Settling Brokers (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against Settling Brokers.

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature,

² “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.). *See* Settlement Agreement § 1(HH).

³ “Released Parties” means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers), shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC. *See* Settlement Agreement § 1(GG).

for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers' employees arising solely from those former employees' conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any

defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Settling Brokers shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**[PROPOSED]
FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT
WITH NATWEST MARKETS PLC (F/K/A THE ROYAL BANK OF SCOTLAND PLC)**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by RBS (together with Plaintiffs, the “Parties”). Due and adequate notice of the Stipulation and Agreement of Settlement, dated June 2, 2021, ECF No. 384-1 (the “Settlement Agreement”), having been given to the Settlement Class Members, the Fairness Hearing having been held and the Court having considered all papers filed and proceedings had in the Action, and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims² set forth in the Settlement Agreement (the “Settlement”), the Court hereby finally certifies the Settlement Class:

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss

All Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives³ during the Class Period, provided that, if Representative Plaintiffs expand the Class in any subsequent amended complaint, class motion, or settlement, the defined Class in this Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants 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.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to RBS's alleged manipulation of Swiss Franc LIBOR-Based Derivatives, FED. R. CIV. P. 23(a)(2); (iii) the Plaintiffs' claims in this

franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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. *See* Settlement Agreement § 13.

³ "Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S. *See* Settlement Agreement § 1 (RR).

litigation are typical of those of the Settlement Class Members, FED. R. CIV. P. 23(a)(3); and (iv) the Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members; and (v) Lowey Dannenberg, P.C. has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3).

5. Plaintiffs are hereby approved to serve as representatives of such Settlement Class for purposes of the Settlement.

6. Lowey Dannenberg, P.C. is appointed Class Counsel to the Settlement Class for the purposes of the Settlement.

7. In the Action only and solely for purposes of the Settlement, this Court: (i) has personal jurisdiction over Representative Plaintiffs, RBS, and all Settlement Class Members, and (ii) subject matter jurisdiction over the Action to consider the Settlement Agreement and all exhibits attached thereto.

8. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 426), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the

Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon RBS's submission to the Court dated _____, 2023, the Court further finds that RBS has provided notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Court finds that [_____] Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded members of the Settlement Class are identified at ECF No. _____. The excluded members of the Settlement Class as to the Settlement with RBS identified at ECF No. ____ shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement and shall be deemed to have excluded themselves from the Action as against RBS, including but not limited to any and all future prosecution of the Action against RBS.

10. The Court finds that [_____] objections to the proposed Settlement have been submitted. Notwithstanding the [lack of] objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

11. It is hereby determined that all Settling Class Members are bound by the Settlement Agreement and this Final Approval Order regardless of whether such Settling Class Members execute and deliver a Proof of Claim and Release.

12. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including the Representative Plaintiffs. In reaching this conclusion, the Court

considered the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and the Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court finds that the relief provided by the Settlement is adequate and Settlement Class Members are treated equitably. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

13. Notwithstanding the entry of this Final Approval Order, if the Settlement Agreement is validly terminated by Representative Plaintiffs or RBS, is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or does not become Final in accordance with its terms, then the provisions of this Final Approval Order shall be null and void with respect to the Settlement; Representative Plaintiffs' and Settling Class Members' claims shall be reinstated; RBS's defenses shall be reinstated; the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth in the Settlement Agreement, shall be without prejudice to the rights of any Party, and of no force or effect; and the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this section, any provision(s) in the

Settlement Agreement that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

14. The Settlement Fund defined in the Settlement Agreement has been established as a trust and as a fiduciary account (the “Settlement Fiduciary Account”). The Court approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as qualified settlement funds pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

15. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Settlement Agreement, the Settlement, or the Settlement Fund (except for such disputes and controversies as are subject to Section 38 of the Settlement Agreement, which disputes and controversies shall be governed by the respective terms of such section), to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, the Representative Plaintiffs, RBS, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Except as otherwise provided in the Settlement Agreement, any disputes involving the Representative Plaintiffs, RBS, or Settling Class

Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

16. Each Settling Class Member must execute a release and covenant not to sue, in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settling Class Member's share, if any, of the Net Settlement Fund defined in the Settlement Agreement. The Court hereby confirms the appointment of Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to Settling Class Members contains a copy of such release and covenant not to sue. However, Settling Class Members' claims shall be released and barred pursuant to Section 13 of the Settlement Agreement regardless of whether the Settling Class Member executes a release and covenant not to sue.

17. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties⁴ involving the Released Claims that are maintained by or on behalf of any Releasing Party regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Released Claims, and even if such Releasing Party never received actual notice of the Action or the proposed Settlement.

⁴ "Released Parties" means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than RBS. See Settlement Agreement § 1(II).

18. The Court hereby approves the release and covenant not to sue set forth in Section 13 of the Settlement and directs dismissal of the Action as against RBS and any Released Parties (but not any other Defendant) fully, finally and with prejudice, pursuant to the terms of the Settlement and the Final Judgment to be entered concurrently herewith.

19. The Court permanently bars and enjoins the Releasing Parties⁵ and all Settling Class Members from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against RBS or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against RBS or any Released Parties based on the Released Claims; (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against RBS or any Released Parties based on the

⁵ “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.). *See* Settlement Agreement § 1(JJ).

Released Claims; or (d) assisting any third party in the prosecution of any Released Claims against RBS or any Released Parties.

20. The Court permanently bars and enjoins claims by any Person against RBS or any Released Parties for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims against RBS and any Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by (a) any of the other Defendants currently named in the Action; (b) any other Person formerly named as a party in the Action; or (c) any other Person subsequently added or joined as a party in the Action. Should any court determine that any Defendant is or was legally entitled to any kind of set-off, apportionment, contribution, or indemnification from RBS or any Released Parties arising out of or related to Released Claims, the Releasing Parties agree that any money judgment subsequently obtained by the Releasing Parties against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification, or similar claims against RBS or any Released Parties.

21. The Court permanently bars and enjoins claims by RBS or any Released Parties against any other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise. To the extent permitted by law, the Court permanently bars and enjoins claims by RBS and any Released Parties for contribution or indemnification (however denominated) from other Defendants for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise against any of the other Defendants currently named in the Action and absolves the other Defendants against any claims for

contribution, indemnification, or similar claims from the Released Parties arising out of or related in any way 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 for claims of contribution, indemnification, or similar claims against any of the other Defendants. For the avoidance of doubt, this paragraph shall not bar any claims, including claims for contribution or indemnification (however denominated) by RBS and/or any Released Parties against any third parties other than other Defendants in this Action.

22. Neither the Settlement Agreement (nor its respective exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and RBS in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of the validity of any claims, alleged wrongdoing, or liability of RBS or any Released Party; (b) the truth of any of the claims, defenses or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any artificiality of any interest benchmark or other interest rate; (e) any fault or omission of RBS or any Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (f) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for the Representative Plaintiffs and RBS in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action

or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing provisions do not apply to discovery or cooperation materials provided by RBS to the Representative Plaintiffs or by the Representative Plaintiffs to the RBS in connection with the Settlement or the Action. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settling Class Members.

23. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

25. The Distribution Plan and the Proof of Claim and Release Form are each approved as fair, reasonable, and adequate.

26. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

27. The Court's certification of the Settlement Class and appointment of the Plaintiffs as class representatives, as provided herein, is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by the Plaintiffs to certify a class. The Court's findings in this Final Approval Order shall have no effect on the Court's ruling on any motion to certify any class or to appoint class representatives in this litigation or any challenge to the Plaintiffs' capacity to litigate or to represent a putative class, and no party may cite or refer to the Court's approval of the Settlement Class as binding or persuasive authority with respect to any such motion or challenge.

28. Class Counsel's request for attorneys' fees and reimbursement of expenses (and Incentive Awards for the Plaintiffs) shall be the subject of a separate order by the Court.

IT IS SO ORDERED.

Signed this _____ day of _____ 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

[PROPOSED]
**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE OF
NATWEST MARKETS PLC (F/K/A THE ROYAL BANK OF SCOTLAND PLC)**

This matter came for a duly-noticed hearing on September 27, 2023 (the “Fairness Hearing”), upon Plaintiffs’¹ Motion for Final Approval of Class Action Settlement with NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”) in the action captioned *Fund Liquidation Holdings, LLC v. Credit Suisse Group AG, et al.*, Case No. 15-cv-00871 (SHS) (S.D.N.Y.) (the “Action”), which was consented to by RBS (together with Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated June 2, 2021 between Representative Plaintiffs and RBS, ECF No. 384-1 (the “Settlement Agreement”), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. Upon the Effective Date of the Settlement, the Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to RBS (but not any other Defendant) without fees or costs except as provided by the terms of the Settlement.

3. Upon the Effective Date of the Settlement, the Action shall be dismissed fully, finally, and in its entirety against RBS.

4. Upon the Effective Date of the Settlement, the Releasing Parties² shall be deemed to have, and by operation of this Final Judgment have, finally and forever released and discharged

¹ “Plaintiffs” are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC.

² “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such.

from and covenanted not to sue the Released Parties³ for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within

Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.). *See* Settlement Agreement § 1(JJ).

³ "Released Parties" means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, "Released Parties" shall not include any named Defendants other than RBS. *See* Settlement Agreement § 1(II).

the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law).

5. The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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.

6. Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. Releasing Parties and Settling Class Members shall be deemed to 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 the Settlement 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 Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

7. Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

8. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to RBS shall be final and entered forthwith.

IT IS SO ORDERED.

Signed this ____ day of _____, 2023.

Hon. Sidney H. Stein
United States District Judge

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF BRIAN J. BARTOW
IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF THE CLASS
ACTION SETTLEMENTS, CLASS COUNSEL'S MOTION FOR AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AND PLAINTIFFS'
REQUEST FOR INCENTIVE AWARDS**

I, Brian J. Bartow, pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am General Counsel of the California State Teachers' Retirement System ("CalSTRS"). I joined CalSTRS in 2008 as Assistant General Counsel and served as Acting General Counsel before being appointed to my current role in 2010.

2. I have personal knowledge of the facts set forth in this Declaration, which I make in support of Plaintiffs' motion for final approval of the class action settlements with the Settling Defendants¹ and Class Counsel's motion for approval of an award of attorneys' fees and reimbursement of expenses and Plaintiffs' request for Incentive Awards now before the Court in *Fund Liquidation Holdings LLC v. Credit Suisse Group AG et al.*, No. 15-cv-00871 (SHS) (S.D.N.Y.) (the "Action").

3. I am the chief legal advisor to CalSTRS' Teachers' Retirement Board, which sets CalSTRS's policies, oversees CalSTRS's investments, and makes rules for the system, in addition to ensuring that members' and beneficiaries' benefits are paid in accordance with law. One of my principal duties in this capacity is to evaluate, recommend, and supervise all complex CalSTRS litigation, including securities and antitrust litigation involving CalSTRS's investment portfolio.

¹ The proposed settlements collectively total \$73,900,000. Unless otherwise defined herein, all capitalized terms have the same meaning as set out in the Stipulations and Agreements of Settlement with JPMorgan Chase & Co. ("JPMorgan") (ECF No. 151-1); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS") (ECF No. 384-1); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank") (ECF No. 385-2); Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse") (ECF No. 391-1); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP") (ECF No. 432-1); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, "TP ICAP"), Gottex Brokers SA ("Gottex"), and Velcor SA ("Velcor" and, together with TP ICAP and Gottex, the "Settling Brokers") (ECF No. 454-1). JPMorgan, RBS, Deutsche Bank, Credit Suisse, ICAP, and the Settling Brokers are collectively referred to as the "Settling Defendants."

4. **Background:** CalSTRS was established by legislation in 1913 to provide retirement benefits to California’s public-school educators from prekindergarten through community college. CalSTRS has grown significantly since its inception and today is the largest educator-only pension fund in the world and the second largest pension fund in the United States, with over 980,000 members and beneficiaries and an investment portfolio with a market value of \$309.3 billion as of May 31, 2023.

5. **Retention of Counsel and Negotiated Fee Agreement:** As a fiduciary to its members in the management of their retirement assets, CalSTRS has a strong interest in ensuring that financial markets, including the market for financial instruments priced, benchmarked and/or settled based on Swiss Franc (“Swiss Franc LIBOR-Based Derivatives”), are free from anticompetitive practices and are not being manipulated. When I learned of the Action and alleged wrongdoing in the Swiss Franc LIBOR-Based Derivatives market, I recognized that CalSTRS would have a strong interest in pursuing damages and in helping to ensure that the Swiss Franc LIBOR-Based Derivatives market is free from anticompetitive and manipulative behavior, despite the risk of pursuing complex litigation, particularly against well-established financial institutions. Further, I understood that Lowey Dannenberg, P.C. (“Lowey” or “Class Counsel”) had been prosecuting the case for more than a year, and the Court had issued an order on September 25, 2017 dismissing the First Amended Complaint (ECF No. 170) on grounds including, *inter alia*, that the initial plaintiffs lacked antitrust standing.

6. In light of this interest and the posture of the case, in November 2017, CalSTRS retained Berman Tabacco and Lowey (collectively “Counsel”) to prosecute claims related to tens of thousands of Swiss Franc LIBOR-Based Derivatives, including those that CalSTRS transacted directly with most of the Defendants, including Credit Suisse, JPMorgan, UBS, Deutsche Bank

and RBS. CalSTRS, as a U.S. investor with direct, counterparty transactions with several defendants, sought to be a named plaintiff to support the class claims.

7. Consistent with CalSTRS' regular practice in complex cases, I negotiated a contingent fee structure at arm's-length with Counsel prior to their retention.² The fee structure employs a graduated fee scale that provides for a 28% fee on the first \$25 million recovered, 25% on the next \$175 million recovered and lower percentages for additional sums recovered. It also caps the maximum amount of fees requested by Class Counsel at 3.5 times the value of aggregate lodestar reasonably incurred by all plaintiffs' counsel in the case.

8. CalSTRS is accustomed to negotiating fee agreements with outside litigation counsel. The fee agreement here was carefully calibrated to capture the unique challenges and substantial risks associated with this specific case, especially as those risks could be measured in 2017. I took into account and discussed with Counsel the posture of the litigation, its risk profile, CalSTRS's approach to negotiating legal fees, the historical levels of fees to which CalSTRS has agreed to, and fees for comparable legal services prior to arriving at the negotiated fee structure. This Action is not the kind of litigation, and does not involve the kind of market, typically prosecuted by public institutional investors. I was cognizant of that in negotiating what I think is a fair and reasonable contingent-fee agreement.

9. As a fiduciary for thousands of current and retired California public school teachers, CalSTRS scrupulously and vigorously protects the rights of its teacher members. For this reason, CalSTRS has one of the toughest corporate governance surveillance programs of any public pension fund. For the same reason, CalSTRS also adheres to strict conflicts-of-interest policies intended to avoid the least suggestion of political or other influence on its operations and

² Should the Court request, CalSTRS is prepared to submit its fee agreement with Counsel for *in camera* review.

discharge of its fiduciary obligations. For example, in addition to the existing legal strictures, CalSTRS has for many years imposed additional strict prohibitions on not accepting vendor gifts including political and other contributions from any of its contracted vendors. CalSTRS requires detailed, annual publicly available filings by each of its vendors confirming compliance. The office of General Counsel at CalSTRS oversees all such compliance.

10. **CalSTRS's Oversight of the Litigation:** Since late 2017 when CalSTRS joined the Action, CalSTRS has actively overseen the work of Counsel and has participated in all aspects of litigation, beginning with Plaintiffs' Second Amended Complaint ("SAC")—the first time CalSTRS sought to added as a plaintiff in the Action. *See* ECF No. 185 (including allegations regarding CalSTRS' Swiss Franc LIBOR-Based Derivatives transactions). CalSTRS was involved in the negotiations and approved the Settlement Agreements with RBS on June 2, 2021; Deutsche Bank on April 18, 2022; Credit Suisse on July 13, 2022; ICAP on March 13, 2023; and the Settling Brokers on May 10, 2023.

11. I have reviewed and approved advance drafts of all significant pleadings in the Action and have had numerous telephonic and face to face discussions and email communications with Counsel regarding the allegations made and arguments raised in opposition to Defendants' motion to dismiss, the approach to class certification, and expert testimony.

12. With regard to the SAC, and Plaintiffs' opposition to the motions to dismiss the SAC, CalSTRS's legal and investment staff were involved and, at my direction, worked closely with Counsel to identify its Swiss Franc LIBOR-Based Derivatives transactions.

13. **Settlement Negotiations:** As to Plaintiffs' settlement negotiations with all Settling Defendants other than JPMorgan,³ I participated in extensive discussions with Counsel

³ The initial plaintiffs and JPMorgan reached a settlement agreement with JPMorgan in June 2017, before CalSTRS joined this Action.

regarding the strengths and weaknesses of Plaintiffs' claims, potential defenses, and litigation strategy relevant to a potential settlement with each Settling Defendant. This included attending an in-person mediation in San Francisco with RBS. I stayed in frequent contact with Counsel as the parties' respective attorneys held lawyer-to-lawyer negotiations. I remained informed through regular discussions and updates to understand the evolving litigation landscape and help formulate strategy regarding settlement demands and counter-offers. Additionally, I was closely involved in discussions of cooperation that was requested and obtained in connection with the settlements. Ultimately, I reviewed and authorized the execution of the Term Sheets and Settlement Agreements with Credit Suisse, Deutsche Bank, RBS, ICAP, and the Settling Brokers.

14. **Monitoring of Counsel's Work:** As General Counsel I insist upon complete hands-on management of any litigation in which CalSTRS becomes involved. In this Action, in addition to the direct involvement described above, I require and receive detailed briefings from Counsel on substantive legal issues and litigation and settlement strategy. Indeed, the Berman Tobacco firm has been selected to represent CalSTRS in a number of different matters and is in very frequent, sometimes daily, contact with the office of General Counsel, including discussions of strategy about this Action. I personally review the time records of outside attorneys that CalSTRS retains, even those employed, as here, on a percentage contingent fee basis. I review the detailed time records so that I can discharge my supervisory obligations as a plaintiff and putative class representative of the Class and also to monitor litigation activities in which the lawyers are engaged.

15. I received updates regarding the status of the litigation from Counsel on a frequent basis when the litigation was highly active, and on a regular basis thereafter. I

conferred with Counsel, both in person and telephonically, prior to settlement discussions and important Court submissions. I have requested from Counsel and received long-term and short-term litigation management plans, which I require to be updated periodically to help me better monitor this complex litigation and Counsel's efforts.

16. **CalSTRS Supports the Proposed Settlement and Fee Request:** Throughout this litigation, I have had numerous discussions with Counsel regarding the scope of potential damages, and the scope of the work of damages experts. Based on my experience overseeing complex securities and antitrust class action litigation for CalSTRS, I understand that constructing a rigorous, data-driven damages model is a challenging process that requires extensive expert work and analysis. I also recognize the risks posed by litigating complex class action cases, like this one, where Plaintiffs must ultimately prove damages on a class-wide basis, through class certification and trial.

17. Given this experience, I consider the settlement obtained here to be an important and valuable step for CalSTRS and the Class. I expect the monetary compensation received in connection with these Settlements will provide an immediate measure of compensation for Class Member's claims. I recognize that the additional non-monetary consideration, most importantly the cooperation provided by the settlement defendants would aid in the continued prosecution of the Action.

18. In light of these factors, CalSTRS supports Plaintiffs' motion for final approval of the settlement.

19. I have also reviewed Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses. The attorneys' fees requested exactly match the fee schedule that is part of the retainer agreement that CalSTRS negotiated with Counsel before becoming involved

in the litigation. Thus, CalSTRS believes that such an award of attorneys' fees is fair and reasonable to the Class.

20. I understand that Counsel will seek Incentive Awards to be awarded to Plaintiffs, including CalSTRS, for their time and efforts in litigating this Action. CalSTRS has been an active litigant in this Action for over six (6) years. During that time, I have actively participated in as well as supervised and approved the work carried out by CalSTRS' attorneys, investment professionals and staff in aiding the prosecution of this case. While CalSTRS takes most seriously its responsibilities as a class representative, the work required to properly oversee and supervise CalSTRS involvement in the litigation falls primarily on the Office of General Counsel. We perform these duties in addition to all of the regular duties that my office and I, as General Counsel, perform for the organization.

21. I have been asked by Counsel to estimate the hours that my staff and I have worked since inception. I have reviewed available records, such as calendar entries, emails and expense reports, and have determined based on my review of these internal records and my informed estimate that I have spent over sixty (60) hours of work in direct support of this litigation since CalSTRS agreed to join this Action in 2017, including reviewing pleadings, participating in strategic discussions, engaging in settlement negotiations, and attending an in-person mediation in 2018 in San Francisco in connection with the potential settlement of claims between Plaintiffs and RBS. The hours spent on this case were time that we would have otherwise devoted to other professional activities. CalSTRS seeks an Incentive Award in the amount of \$30,000 in recognition of the time I devoted to supervising and participating in the Action, for out-of-pocket expenses incurred, in particular traveling to the August 2018 mediation

with RBS, and the significant risk CalSTRS undertook in serving as class representatives and suing Defendants.

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

Executed on August 7, 2023.



Brian J. Bartow

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF JULIA AESCHBACHER REGARDING MAILING OF THE
NOTICE OF THE SETTLEMENT TO CERTAIN POTENTIAL CLASS MEMBERS**

I, Julia Aeschbacher, born December 3, 1989, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am Associate at Homburger AG (“Homburger”), attorneys for Credit Suisse Group AG and Credit Suisse AG (together, “Credit Suisse”).

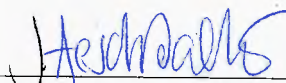
2. In connection with the proposed Settlement,¹ Credit Suisse retained Homburger to effect mailing of the Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members’ Rights, and Proof of Claim and Release (together, the “Notice Packet”) to certain members of the Settlement Class who were identified in records that were located in Switzerland. I understand that Credit Suisse did not provide the names and addresses of the Settlement Class Members to Plaintiffs to avoid potential issues with Swiss data protection, data privacy, bank secrecy, or customer confidentiality laws or regulations.

3. Credit Suisse provided a list of 39 unique names and mailing addresses of entities identified as potential Settlement Class Members to Homburger.

4. By June 16, 2023, Homburger AG caused copies of the Notice Packet to be mailed via regular mail to each of the 39 potential Settlement Class Members identified in Credit Suisse’s mailing list. A copy of the Notice Packet mailed to these 39 potential Settlement Class Members is attached hereto as **Exhibit A**.

5. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 7 day of August, 2023 in Zürich, Switzerland



Julia Aeschbacher

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement as to Defendants Credit Suisse Group AG and Credit Suisse AG (Dkt. 391-1).

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 1:15-cv-00871 (SHS)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023 FAIRNESS
HEARING THEREON, AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members' Rights ("Notice") is 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"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS. TO CLAIM YOUR SHARE OF THE SETTLEMENTS, YOU MUST SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ONLINE NO LATER THAN OCTOBER 27, 2023 OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN OCTOBER 27, 2023.

TO: ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD OF JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD")

"Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.;¹ (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The purpose of this Notice is to inform you of proposed settlements in this Action (the "Settlements") with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, "TP ICAP"), Gottex Brokers SA ("Gottex"), and Velcor SA ("Velcor"). Representative Plaintiffs entered into the Settlement Agreements with: Credit Suisse on July 13, 2022; Deutsche Bank on April 18, 2022; JPMorgan on June 2, 2017; RBS on June 2, 2021; ICAP on March 13, 2023; and TP ICAP, Gottex, and Velcor (together, the "Settling Brokers") on May 10, 2023. Credit Suisse, Deutsche Bank, JPMorgan, RBS, ICAP, Settling Brokers and their affiliates and subsidiaries are collectively referred to as the "Settling Defendants."

¹ For the avoidance of doubt, all references herein to transactions of any kind entered into by a Person "through a location within the U.S." include transactions that by operation of a forum selection clause or other contractual provision provide for jurisdiction in any state or federal court within the U.S. in the event of a dispute.

You are receiving this Notice because records indicate that you may have transacted in one or more Swiss Franc LIBOR-Based Derivatives during the Class Period and may be a Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Class Members should be directed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com
Website: www.SwissFrancLIBORClassActionSettlement.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into Swiss Franc LIBOR-Based Derivatives transactions during the Class Period for the beneficial interest of persons or organizations other than yourself, Plaintiffs' Counsel requests that you, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to Epiq Class Action & Claims Solutions, Inc. ("Epiq" or the "Settlement Administrator") the name and last known address of each person or organization for whom or which you made Swiss Franc LIBOR-Based Derivatives transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the Swiss Franc LIBOR-Based Derivatives transactions. If you are restricted from disclosure under any applicable domestic or foreign data privacy, bank secrecy, state secret, or other law, then Plaintiffs' Counsel requests that you provide this Notice directly to any of your customers that are Settlement Class members if permitted to do so by such applicable rules and laws. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Representative Plaintiffs allege that Defendants² unlawfully and intentionally agreed, combined and conspired to rig Swiss franc LIBOR to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et seq.*, and the common law.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Settling Defendants have agreed to pay a total of **\$73,950,000**. Credit Suisse has agreed to pay \$13,750,000. Deutsche Bank has agreed to pay \$13,000,000. JPMorgan has agreed to pay \$22,000,000. RBS has agreed to pay \$21,000,000. ICAP has agreed to pay \$2,100,000. TP ICAP has agreed to pay \$2,100,000. Class Members who or which do not opt out of the Settlements will release their claims against all Settling Defendants in the Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Distribution Plan, which are available at www.swissfrancliborclassactionsettlement.com (the "Settlement Website").

² Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; Intercapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
DO NOTHING	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlements, if approved, and the settlement releases. <i>See</i> question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator online no later than October 27, 2023 , or to mail your completed Claim Form so that it is postmarked no later than October 27, 2023 . <i>See</i> question 12.
EXCLUDE YOURSELF FROM THE SETTLEMENTS	If you wish to exclude yourself from the Settlement Class for the Settlements, you must submit by U.S. first class 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) or deliver a written request to the Settlement Administrator so that it is received by August 23, 2023 . If you exclude yourself, you will not be bound by the Settlements, if approved, or the settlement releases, and you will not be eligible for any payment from the Settlements. <i>See</i> questions 19 - 23.
OBJECT TO THE SETTLEMENTS	If you wish to object to any of the Settlements, you must file a written objection with the Court and serve copies on Lead Counsel and Settling Defendants' counsel so that the written objection is received by August 23, 2023 . You must be and remain within the Settlement Class in order to object. <i>See</i> questions 24 and 25.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about the Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Lead Counsel and Settling Defendants' counsel so that it is received by August 23, 2023 . The Fairness Hearing is scheduled for September 27, 2023 . <i>See</i> questions 28 - 30.
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. <i>See</i> question 30.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreements, which are available on the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court has appointed the lawyers listed below ("Lead Counsel") to represent you and the Settlement Class in this Action:

Vincent Briganti
 Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
 E-mail: swissfrancliborsettlement@lowey.com

Please regularly visit the Settlement Website, which can be found at www.SwissFrancLIBORClassActionSettlement.com, for updates relating to the Settlements.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Representative Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in these Settlements with the Settling Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlements with the Settling Defendants before the Court decides whether to approve the Settlements.

This Notice explains the Action, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlements and Distribution Plan and to consider requests for awards of attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs from the Settlement Fund.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement with the Settling Defendants (the "Settlement Agreements") and the Court's Preliminary Approval Orders for each of the Settlements.

The Settlement Agreements and the Court's Preliminary Approval Orders are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreements and the Court's Preliminary Approval Orders.

4. What Is This Action About?

Representative Plaintiffs allege that Defendants, including the Settling Defendants, unlawfully and intentionally manipulated a benchmark interest rate, the Swiss franc London Interbank Offered Rate ("Swiss franc LIBOR"), to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, and the common law from at least January 1, 2001 through December 31, 2011 (the "Class Period").

Representative Plaintiffs allege that certain Defendants, as members of the panels that set Swiss franc LIBOR (the "Contributor Bank Defendants"), made submissions to set the rate that did not reflect the true cost of borrowing funds in the interbank money market but were, instead, intended to fix Swiss Franc LIBOR-Based Derivatives at prices that would increase the profitability of Defendants' Swiss Franc LIBOR-Based Derivatives positions and caused investors located in or trading through the United States to be overcharged or underpaid in their Swiss Franc LIBOR-Based Derivatives transactions. Representative Plaintiffs also alleged that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs transacted in Swiss Franc LIBOR-Based Derivatives during the Class Period.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, the Settling Defendants have agreed to pay a total of \$73,950,000 (the "Settlement Amount") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the respective Settlement Amounts, plus any interest earned (the "Settlement Funds"), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendants. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

5. What Is The History Of This Action?

On February 5, 2015, this litigation was initiated as a putative class action against Credit Suisse Group AG, JPMorgan, RBS, and UBS AG ("UBS") on behalf of traders of Swiss Franc LIBOR-Based Derivatives. ECF No. 1. The original complaint named one representative plaintiff: Sonterra Capital Master Fund, Ltd. ("Sonterra"). Prior to the filing of this initial complaint, Fund Liquidation Holdings LLC ("FLH") had received assignments of claims and irrevocable powers of attorney from Sonterra. Sonterra then later dissolved. ECF No. 358.

On June 19, 2015, Plaintiffs filed their First Amended Complaint ("FAC"), adding Defendants Credit Suisse AG, Bluecrest Capital Management, LLP ("Bluecrest"), Deutsche Bank, and certain Plaintiffs.³ ECF No. 36. On August 18, 2015, Defendants Credit Suisse, Deutsche Bank, JPMorgan, RBS, and UBS moved to dismiss on personal jurisdiction grounds, and for failure to state a claim and for lack of subject matter jurisdiction. ECF Nos. 63-64, 73. That same day, Defendant Bluecrest Capital Management, LLP ("Bluecrest") also filed a motion to dismiss on personal jurisdiction grounds, and for failure to state a claim, and other grounds. ECF Nos. 74-75.

On January 30, 2017, while the motion to dismiss the FAC was pending, Plaintiffs and JPMorgan reached a settlement in principle and executed a binding term sheet. On June 2, 2017, Plaintiffs and JPMorgan finalized a settlement agreement. ECF No. 151-1.

On August 16, 2017, the Court issued an Order preliminarily approving Plaintiffs' Settlement with JPMorgan. ECF No. 159.

On September 25, 2017, the Court dismissed without prejudice the FAC and granted Plaintiffs leave to file an amended complaint. ECF No. 170. The Court held that: (1) plaintiffs failed to state a claim upon which relief could be granted; and (2) the Court lacked personal jurisdiction as to DB Group Services (UK) Ltd. and Bluecrest. *Id.*

On December 8, 2017, Plaintiffs filed a Second Amended Complaint ("SAC"). ECF No. 185. In the SAC, Plaintiffs added certain Plaintiffs and Defendants,⁴ and amended the pleading in response to the Court's earlier opinion. *Id.* Defendants responded by moving to dismiss on a new set of grounds, including the theory that plaintiffs lacked "capacity to sue" because FrontPoint, Sonterra, and Hunter had been dissolved, and that Plaintiffs lacked Article III standing, as well as personal jurisdiction grounds. ECF Nos. 223-28.

On April 6, 2018, the Broker Defendants filed a motion to dismiss the SAC for lack of personal jurisdiction and improper venue as to certain of the Broker Defendants, and for failure to state a claim upon which relief could be granted and lack of subject matter jurisdiction as to all Broker Defendants. ECF Nos. 254-64.

On April 16, 2018, Plaintiffs filed their opposition to Defendants' motion to dismiss the SAC for lack of personal jurisdiction and venue, arguing that Defendants purposefully availed themselves of the United States by setting up trading operations to profit from trading Swiss Franc LIBOR-Based Derivatives, and Defendants purposefully directed their manipulation and harmful effects at the United States by manufacturing and distributing price-fixed financial products in the United States market. ECF No. 268.

³ In the FAC, the following Plaintiff were added: FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Horizon Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund L.P. (collectively, "FrontPoint"), Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings LTD., HG Holdings II Ltd. (collectively "Hunter"), and Frank Divitto.

⁴ In the SAC, Plaintiffs Richard Dennis and California State Teachers' Retirement System ("CalSTRS"), and Defendants TP ICAP plc, Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, Cosmorex AG, ICAP Europe Limited, ICAP Securities USA LLC, NEX Group plc, Intercapital Capital Markets LLC, Velcor SA, and Gottex Brokers SA (collectively, the "Broker Defendants") were added.

On June 4, 2018, Plaintiffs filed their oppositions to Broker Defendants' motion to dismiss the SAC, arguing that the Broker Defendants were subject to specific personal jurisdiction because they purposefully availed themselves of the forum and directed harmful effects to the forum, and that Plaintiffs' claims should be sustained as they have Article III and antitrust standing, and alleged plausible antitrust and RICO claims. ECF Nos. 295-97.

On September 16, 2019, the district court issued its opinion granting Defendants' motions to dismiss the SAC. ECF No. 358. The Court held that Sonterra did not have Article III standing to initiate the case because it did not exist at the time of filing. Further, the Court held that substitution of a new class representative with standing to sue would not cure the lack of subject matter jurisdiction. *Id.*

On October 16, 2019, Plaintiffs filed a Notice of Appeal of the Court's September 16, 2019 decision. ECF No. 362. Pursuant to the U.S. Court of Appeals for the Second Circuit's decision to vacate the judgment of the district court and remand for further proceedings in a separate appeal, *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.) ("*SIBOR*"), which related to Plaintiffs' appeal in this Action, on September 21, 2021, the Second Circuit issued a decision vacating the Court's September 16, 2019 opinion and remanding the case for further proceedings. ECF No. 367. The parties agreed that the *SIBOR* decision rendered the full litigation of Plaintiffs' appeal unnecessary, but they did not agree on any further consequences that the *SIBOR* decision should have on this Action. *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.), ECF No. 85 (June 24, 2021).

On February 11, 2022, Representative Plaintiffs filed a letter to the Court regarding additional settlements reached with Credit Suisse, Deutsche Bank and RBS. ECF No. 373. On June 29, 2022, Representative Plaintiffs moved for preliminary approval of the settlements with Deutsche Bank and RBS, and an order directing notice of these Settlements and the earlier JPMorgan Settlement. ECF No. 382. On July 13, 2022, Representative Plaintiffs moved for preliminary approval of the settlement with Credit Suisse. ECF No. 389.

On November 23, 2022, Plaintiffs filed their Third Amended Complaint. ECF No. 403. The non-Settling Defendants filed their motion to dismiss the TAC on January 27, 2023. ECF Nos. 414, 416-22.

The Court granted preliminary approval of the Credit Suisse, Deutsche Bank, and RBS Settlements and authorized the issuance of notice for these Settlements and the JPMorgan Settlement on February 15, 2023. ECF Nos. 426-29.

On March 13, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with ICAP. ECF No. 430. The Court granted preliminary approval of the ICAP Settlement on March 31, 2023. ECF No. 440.

On May 11, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with the Settling Brokers. ECF Nos. 452-56. The Court granted preliminary approval of the Settlement with the Settling Brokers on May 16, 2023. ECF No. 457.

6. Why Are There Settlements?

Representative Plaintiffs and Lead Counsel believe that Class Members have been damaged by Defendants' conduct. The Settling Defendants believe that they have meritorious defenses to Representative Plaintiffs' allegations and believe that Representative Plaintiffs' claims would have been rejected prior to trial, at trial (had Representative Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, Settling Defendants believe that Representative Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Representative Plaintiffs or Defendants. Instead, Lead Counsel engaged in negotiations with each Settling Defendant to reach a negotiated resolution of the claims against the Settling Defendant in the Action. The Settlements allow both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Representative Plaintiffs and Lead Counsel believe the Settlements are in the best interest of all Class Members.

The Settling Defendants have agreed to pay a total of \$73,950,000 in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Net Settlement Fund will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and will continue against all other Defendants. If the Settlements are not approved, all Defendants (including the Settling Defendants) will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

7. How Do The Settlements Affect The Claims Against Defendants Other Than Settling Defendants?

Representative Plaintiffs' claims (or potential claims) against the non-settling Defendants will continue to be litigated, whether or not the Settlements are approved. The Court's approval of the Settlements or certification of the Settlement Class in connection with the Settlements will have no impact on the Court's rulings in the litigation against the non-settling Defendants.

WHO GETS MONEY FROM THE SETTLEMENTS

8. How Do I Know If I Am A Class Member?

In the Preliminary Approval Orders, the Court preliminarily approved the following Settlement Class:

ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD FROM JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD").

Not everyone who fits this description will be a Class Member. Please see question 9 for a discussion of exclusions from the Settlement Class.

9. Are There Exceptions To Being Included In The Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator (whether or not that co-conspirator was named as a Defendant). In addition, the United States government is excluded from 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. Under no circumstances may any Defendant (or any of their direct or indirect parents, subsidiaries, affiliates, or divisions) receive a distribution for its own account from the Settlement Fund through an Investment Vehicle.

For purposes of the Settlements, the term "Investment Vehicle" means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

10. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-914-4639 toll-free (if calling from outside the United States or Canada, call 1-503-994-1396) or visit the Settlement Website, www.swissfrancliborclassactionsettlement.com, for more information.

THE SETTLEMENT BENEFITS

11. What Do The Settlements Provide?

The Settling Defendants have agreed to pay a total \$73,950,000 (Credit Suisse: \$13,750,000; Deutsche Bank: \$13,000,000; JPMorgan: \$22,000,000; RBS: \$21,000,000; ICAP: \$2,100,000; TP ICAP: \$2,100,000) to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses if the Settlements are approved. The Settlements give the Settling Defendants the right to terminate the Settlements in the event that the volume of Swiss Franc LIBOR-Based Derivatives transacted by Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain percentage.

These are not claims-made settlements, and the Settling Defendants are not involved in the development of the Distribution Plan for the Settlements. The Settlements do not provide for a reversion of any Settlement Funds to Settling Defendants. The Net Settlement Funds will be distributed to Settling Class Members to the fullest extent possible.

12. How Will I Get A Payment?

If you are a Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Funds. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern time on **October 27, 2023 OR** postmarked by **October 27, 2023** and mailed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a "Confirmation of Claim Receipt," which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlements.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan see question 14.

14. What Is The Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.swissfrancliborclassactionsettlement.com. Changes, if any, to the Distribution Plan based on newly available data or information or any Court order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** to decide whether to approve the Settlements and Distribution Plan. Even if the Court approves the Settlements and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Lead Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against the Settling Defendants and/or any of the Released Parties. Upon the Effective Date of the Settlements, Representative Plaintiffs and each of the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

Although the releases in the Settlement Agreements are not general releases, the releases do constitute a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code.

Settling Class Members shall be deemed to 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 the Settlement 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.

The capitalized terms used in this paragraph are defined in the Settlement Agreements, Preliminary Approval Orders, or this Notice. For easy reference, certain of these terms are copied below.

With respect to the Settlement Agreement with Credit Suisse:

- “Released Parties” means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Credit Suisse.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund,

L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in the Action other than Credit Suisse; (iii) any claims against interdealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of interdealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with Deutsche Bank:

- “Released Parties” means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Deutsche Bank.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common

control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims against the named Defendants in the Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with JPMorgan:

- “Released Parties” means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than JPMorgan.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on

behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees’ conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to the Settlement Agreement with RBS:

- “Released Parties” means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than RBS.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).
- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated),

whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961- 1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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.

With respect to the Settlement Agreement with ICAP:

- "Released Parties" means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG, with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc).
- "Releasing Parties" means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund,

L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

With respect to the Settlement with Settling Brokers:

- “Released Parties” means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers), shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member

on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers’ employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

18. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlements. You will be bound by past and any future Court rulings, including rulings on the Settlements and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Defendants or any of the other Released Parties on the basis of the Released Claims. Please see question 17 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENTS**19. What If I Do Not Want To Be In The Settlement Class?**

If you are a Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is also sometimes referred to as “opting out” of a class. *See* question 20.

If you act to exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Lead Counsel will no longer represent you with respect to any claims against the Settling Defendants.

If you want to receive money from the Settlements, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlements.

20. How Do I Exclude Myself From The Settlement Class For The Settlements?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class 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) or delivered so that it is received by **August 23, 2023**, to:

Swiss Franc LIBOR Class Action Settlement - EXCLUSIONS
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

and (a) state the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); and (c) provide one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative.

With respect to the kinds of documents that are requested under subsection (c) in the preceding paragraph, any Class Member seeking to exclude himself, herself or itself from the Settlement Class will be requested to provide document(s) evidencing eligible trading in Swiss Franc LIBOR-Based Derivatives during the Class Period (for each transaction, the date, time and location of the transaction, the instrument type, direction (*i.e.*, purchase or sale) of the transaction, the counterparty, any transaction identification numbers, and the total amount transacted (in Swiss francs) (CHF)). Any Request for Exclusion must be signed by such Person or entity requesting the exclusion or an authorized representative and include proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The Parties may seek leave of the Court to ask any Person or entity that seeks to be excluded from the Settlements to provide documents sufficient to prove membership in the Settlement Class.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the Person or entity filing such an invalid request shall be a Class Member and shall be bound by the Settlements, if approved.

All Persons or entities who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlements, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlements. In addition, such Persons or entities will not be entitled to object to the Settlements or participate at the Fairness Hearing.

21. If I Do Not Exclude Myself, Can I Sue The Settling Defendants And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and the other Released Parties for the Released Claims that the Settlements resolve. If you decide to exclude yourself from the Settlements, your decision will apply to the Settling Defendants and the other Released Parties.

22. If I Exclude Myself, Can I Get Money From The Settlements?

No. You will not get any money from the Settlements if you exclude yourself.

23. If I Exclude Myself From The Settlements, Can I Still Object?

No. If you exclude yourself, you are no longer a Class Member and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS**24. How Do I Tell The Court What I Think About The Settlements?**

If you are a Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlements. You can object to all or any part of the Settlements, Distribution Plan, and/or application for attorneys' fees, reimbursement of litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the Southern District of New York a notice of appearance and your written objection, and serving copies of your written objection on Lead Counsel and the Settling Defendants' counsel such that your written objection is received by **August 23, 2023** to the following addresses:

<i>Lead Counsel (Class Counsel)</i>
Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601

<i>Settling Defendants' Counsel</i>	
Joel Kurtzberg Cahill Gordon & Reindel LLP 32 Old Slip New York, NY 10005 <i>Counsel for Credit Suisse</i>	Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 <i>Counsel for Deutsche Bank</i>
Alan C. Turner Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 <i>Counsel for JPMorgan Chase & Co.</i>	David S. Lesser King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, NY 10036 <i>Counsel for RBS</i>
Shari Brandt Perkins Coie LLP 1155 Avenue of the Americas New York, NY 10036 <i>Counsel for ICAP and Settling Brokers</i>	

Any Class Member who does not enter an appearance will be represented by Lead Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the name, address, telephone number, and email address of the Person or entity objecting and must be signed by the Class Member (an attorney's signature is not sufficient); (ii) the name of the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); (iii) a statement of your objection or objections, and the specific reasons for each objection, including any legal and evidentiary support you wish to bring to the Court's attention; (iv) whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove your membership in the Settlement Class, including a description of the Swiss Franc LIBOR-Based Derivatives

transactions you entered into that fall within the Settlement Class definition; (vi) a statement of whether you intend to participate at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and email address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Fairness Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available for a deposition by any Party to take place within the Court's federal district in New York or in the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your written objection, your views will not be considered by the Court. Check the Settlement Website, www.swissfrancilborclassactionsettlement.com for updates on important dates and deadlines relating to the Settlements.

25. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlements. You can object to the Settlements only if you remain a Class Member and do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlements because it no longer affects you.

THE LAWYERS REPRESENTING YOU

26. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfrancilborsettlement@lowey.com

These lawyers are called Lead Counsel (or Class Counsel). Lead Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Lead Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. How Will The Lawyers Be Paid?

To date, Lead Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlements provide that Lead Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Lead Counsel will move for an award of no more than \$20,706,000 in attorneys' fees, which is 28% of the Settlement Fund, plus payment of litigation expenses and costs not to exceed \$750,000, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Lead Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case. Representative Plaintiffs may also seek Incentive Awards from the Settlement Fund of up to \$300,000 in the aggregate.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by **August 9, 2023**. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.swissfrancilborclassactionsettlement.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

28. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** from the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan U.S. Courthouse, located at 500 Pearl Street, New York, NY 10007. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

29. Do I Have To Participate At The Fairness Hearing?

No. Lead Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you send an objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

30. May I Speak At The Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Lead Counsel and Settling Defendants' counsel at the addresses set forth in question 24, such that they are received no later than **August 23, 2023**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Lead Counsel.

GETTING MORE INFORMATION

31. How Do I Get More Information?

The Court has appointed Epiq as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlements and processing Claim Forms.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Distribution Plan, which are available for your review at the Settlement Website, www.swissfranciborclassactionsettlement.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396) or write to the Settlement Administrator at:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current information to the Settlement Administrator at the address/email set forth above in the event the Settlement Administrator needs to contact you.

*****Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information about the Settlements.*****

DATED: JUNE 16, 2023

BY ORDER OF THE COURT

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

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

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 15-cv-00871 (SHS)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period from January 1, 2001 through December 31, 2011 (the “Class Period”), you may be eligible to receive a payment from the settlements reached between Representative Plaintiffs and Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); Gottex Brokers SA (“Gottex”); and Velcor SA (“Velcor” and collectively with Credit Suisse, Deutsche Bank, ICAP, JPMorgan, RBS, TP ICAP, and Gottex, the “Settling Defendants”) totaling \$73,950,000 in the above-captioned case.

2. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

3. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.

4. Unless otherwise defined herein, all capitalized terms contained in this proof of claim and release (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Representative Plaintiffs and the respective Settling Defendants, which are available at www.SwissFrancLIBORClassActionSettlement.com (the “Settlement Website”).

5. It is important that you read the Notice that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the Release and Covenant Not to Sue described in the Notice under the heading “What Am I Giving Up To Receive A Payment?” and provided for in the Settlement Agreement.

6. To be eligible to receive a payment from the Net Settlement Funds, you must submit a timely and valid Claim Form along with the required data and/or information described in Parts II through IV below. **To be considered timely, your Claim Form must be submitted online at www.SwissFrancLIBORClassActionSettlement.com by 11:59 p.m. Eastern Time on October 27, 2023 OR postmarked and mailed by the Settlement Administrator no later than October 27, 2023 to:**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

Do not submit your claim to the Court.

If you are unable to submit the required data as described below at Parts II through IV, you should call the Settlement Administrator for further instructions.

7. As described in Parts III and IV below, you are required to submit additional information about your transactions in Swiss Franc LIBOR-Based Derivatives as part of your Claim Form to be submitted to the Settlement Administrator.

8. Your payment amount will be determined based on the Settlement Administrator's review of your Claim Form and calculated pursuant to the Distribution Plan that the Court approves. Submission of a Claim Form does not guarantee that you will receive a payment from the Settlement. For more information, please refer to the Notice and Distribution Plan available at the Settlement Website.

9. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of only one legal entity.

10. If you have questions about submitting a Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator.

11. **NOTICE REGARDING ELECTRONIC FILES:** All claimants **MUST** also submit a signed paper Proof of Claim which can be uploaded via the Settlement Website or emailed to the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com. All Claimants are also directed to submit their transaction data using the Electronic Template which can be found on the Settlement Website at www.SwissFrancLIBORClassActionSettlement.com. If you are unable to submit your claim electronically, you must contact the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com to request a paper version of the transaction template. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the claimant an email of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Settlement Administrator's electronic filing department at info@SwissFrancLIBORClassActionSettlement.com to inquire about your file and confirm it was received.**

II. CLAIMANT IDENTIFICATION

The Settlement Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please notify the Settlement Administrator in writing. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the Claimant, you must list the beneficial owner's information below and attach documentation showing your authority to act on behalf of Claimant.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section A – Claimant Information

Beneficial Owner's First Name

MI

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

ZIP Code/Postal Code

Province/Region (if outside U.S.)

Country

Claimant Tax ID (For most U.S. Claimants, this is their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. Claimants, enter a comparable government-issued identification number.)

Telephone Number (home or cell)

Telephone Number (work)

Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section B – Authorized Representative Information

Name of the person you would like the Settlement Administrator to contact regarding this claim (if different from the Claimant name listed above)

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number (home or cell)	Telephone Number (work)	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Address 1 (street name and number)		
<input type="text"/>		
Address 2 (apartment, unit or box number)		
<input type="text"/>		
City	State	ZIP Code/Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>
Province/Region (if outside U.S.)		
<input type="text"/>		
Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)		
<input type="text"/>		

III. REQUIREMENTS FOR CLAIM SUBMISSION

1. YOU MUST SUBMIT YOUR CLAIM FORM ELECTRONICALLY IN THE REQUIRED FORMAT

Claimants must electronically submit their Claim Forms online at www.SwissFrancLIBORClassActionSettlement.com by **11:59 p.m. Eastern Time on October 27, 2023** OR mail the Claim Forms to the Settlement Administrator at Swiss Franc LIBOR Class Action Settlement, c/o Epiq, P.O. Box 5585, Portland, OR 97228-5585 so they **are postmarked and mailed no later than October 27, 2023**. Claim Forms must be submitted in the format specified in this Claim Form or posted by the Settlement Administrator on the Settlement Website.

- a. Along with your Claim Form, you are required to submit the details of your transactions in Swiss Franc LIBOR-Based Derivatives reflected in Part IV, below. A Data Template, including the information you must provide about your transactions in Swiss Franc LIBOR-Based Derivatives is available at the Settlement Website.
- b. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.
- c. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.
- d. The Settlement Class Period is January 1, 2001 through December 31, 2011.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE SETTLEMENT ADMINISTRATOR.

If contacted by the Settlement Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Settlement Administrator in the future:

- a. Transaction data from your bank, broker, or internal trade system;
- b. Bank confirmations by individual trade;
- c. Bank transaction reports or statements;
- d. Trading venue transaction reports or statements;
- e. Prime broker reports or statements;
- f. Custodian reports or statements;
- g. Daily or monthly account statements or position reports;
- h. Email confirmations from counterparty evidencing transactions;
- i. Bloomberg confirmations or communications evidencing transactions; and/or
- j. Other documents evidencing transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period.

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 following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, www.SwissFrancLIBORClassActionSettlement.com.

For all Swiss Franc LIBOR-Based Derivatives traded on a futures exchange (LIFFE Euro Swiss franc futures contracts and CME Swiss franc currency futures contracts), if requested, please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any LIFFE Euro Swiss franc futures contracts or CME Swiss franc currency 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.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives transactions. Having data and documentation may be important to substantiating your Claim Form.

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

IV. TRANSACTION DATA REQUIREMENTS

a. TRANSACTIONS IN SWISS FRANC LIBOR-BASED DERIVATIVES

Provide the following information only if you entered into transactions in Swiss Franc LIBOR-Based Derivatives from January 1, 2001 through December 31, 2011. Do not include information regarding instruments other than Swiss Franc LIBOR-Based Derivatives and do not include transactions in Swiss Franc LIBOR-Based Derivatives in which you acquired the instrument as an agent for another individual or entity.

1. Provide all brokers or nominees at which you maintained accounts in which you traded or held in Swiss Franc LIBOR-Based Derivatives.
2. Please provide a list of all account names and account numbers for each entity you listed in response above in which you traded or held Swiss Franc LIBOR-Based Derivatives.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

b. **SWAPTIONS, FRAS, AND SWAPS WITH A CONSTANT NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each swaption, FRA, and/or swap with a constant notional value that was purchased, sold, held, or traded during the Class Period, provide the following information for each transaction.

1. Transaction Type (e.g., swap, swaption, FRA)
2. Trade Date (mm/dd/yyyy)
3. Exit Date (if applicable)
4. Applicable Rate and Duration (Tenor)
5. Notional Value (in CHF) for Interest Payment
6. Frequency of Reset Dates
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

c. **SWISS FRANC LIBOR-BASED INTEREST RATE SWAPS WITH A VARIABLE NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each purchase or sale of a swap whose notional value fluctuated during the contract period, provide the following information for each interest payment for each transaction during the Class Period. **If necessary, please add additional rows to reflect all interest payments associated with the transaction. For example, if there were ten interest payments for a particular transaction, list the dates of all ten interest payments, the notional value (in CHF) on which each interest payment was calculated, and the amount of each interest payment:**

1. Swap Transaction Type
2. Swap Trade Date (mm/dd/yyyy)
3. Date of Interest Payment (mm/dd/yyyy)
4. Amount of Interest Payment (in CHF)
5. Notional Value (in CHF) for Interest Payment
6. Reference Interest Rate and Tenor
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

d. **PURCHASE(S) AND SALE(S) OF FX FORWARDS DURING THE CLASS PERIOD**

For a purchase or sale of a foreign exchange ("FX") forward, provide the following information for each transaction:

1. Transaction Type (e.g., FX forward)
2. Trade Date (mm/dd/yyyy)
3. Notional Value (in CHF)
4. Date Position Opened (mm/dd/yyyy)
5. Date Position Closed (mm/dd/yyyy)
6. Notional Amount of Corresponding Currency
7. Day-Count Convention
8. Location of Transaction
9. Counterparty Name
10. Broker Name (if applicable)

e. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS PRIOR TO THE START OF THE CLASS PERIOD**

As of end of the day on December 31, 2000, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

1. Contract Futures Identifier (Swiss franc currency futures or Euro Swiss franc futures)
2. Exchange (CMS or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

f. **PURCHASE(S) AND SALE(S) IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS DURING THE CLASS PERIOD**

During the Class Period, for a purchase or sale of a CME Swiss franc currency futures contract or a LIFFE Euro Swiss franc 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Trade Date (mm/dd/yyyy)
4. Contract Month/Year
5. Number of Contracts Traded
6. Transactions Price
7. Transaction Type (Open / Close)
8. Position (Long / Short)
9. Brokerage Firm, Location & Account in Which Transaction Was Made

g. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS AT THE END OF THE CLASS PERIOD**

As of end of the day on December 31, 2011, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

It is important that you accurately disclose all transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period. Plaintiffs' Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

V. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION A: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES ON CLAIMANT'S BEHALF AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the Release and Covenant Not to Sue provided for in the Settlement Agreements;
2. I (we) am (are) a Class Member and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions submitted with this Claim Form for myself (ourselves) and not as

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

agents of another, and have not assigned my (our) Released Claims to another;

5. I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to the release or any other part or portion thereof;

6. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;

7. I (we) hereby consent to the disclosure of, waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to, and instruct Settling Defendants or any authorized third party to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process;

8. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgment that may be entered in the Action;

9. I (we) agree to furnish such additional information with respect to this Claim Form as the Settlement Administrator or the Court may require; and

10. I (we) acknowledge that I (we) will be bound by and subject to the terms of the Judgment that will be entered in the Action if the Settlement is approved.

11. I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

SECTION B: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the Settlement, pursuant to the terms set forth in the Settlement Agreement, and by operation of law and the Final Judgment, I (we) shall be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties (as defined in the Settlement Agreement and/or Final Judgment).

By signing and submitting this Claim Form, I (we) consent to the disclosure of information relating to my (our) transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period, and waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to information and transaction data relating to my (our) trades, for use in the claims administration process.

If signing as an Authorized Representative on behalf of an entity, I (we) certify that I (we) have legal rights and authorization from the entity to file this Claim Form on the entity's behalf.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Claimant is an individual filing on his or her own behalf)

Date: - -
MM DD YYYY

Print Name of Claimant (if Claimant is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date: - -
MM DD YYYY

Print Name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual (e.g., trustee, executor, administrator, custodian, or other nominee))

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON OCTOBER 27, 2023 OR POSTMARKED AND MAILED NO LATER THAN OCTOBER 27, 2023 TO:

**Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF AJMAL CHOUDRY REGARDING MAILING OF THE
NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023
FAIRNESS HEARING THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

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

1. I am a Project Manager at Epiq Class Action & Claims Solutions, Inc. (“Epiq”). My business address is 110 Bishopsgate, London, EC2N 4AY. I am over 21 years of age and am not a party to the above-captioned action (the “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 settlements by Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”), Gottex Brokers SA (“Gottex”), and Velcor SA (“Velcor,” and together with TP ICAP and Gottex, the “Settling “Brokers”), Epiq was retained by counsel for Deutsche Bank to act as a notice administrator in connection with the proposed settlements in the Action to effect mailing of the Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members’ Rights, and Proof of Claim and Release (together, the “Notice Packet”) to certain members of the Settlement Class, including potential Settlement Class Members who may be domiciled outside of the United States.¹

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the May 16, 2023 Order Preliminarily Approving Class Action Settlement with Settling Brokers, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; March 31, 2023 Order Preliminarily Approving Class Action Settlement with ICAP, and Scheduling a Hearing for Final Approval

MAILING OF THE NOTICE PACKET

3. On June 12, 2023, Deutsche Bank's counsel provided Epiq with a list of 1,970 names and mailing addresses of entities identified as potential Settlement Class Members. Epiq applied its normal data standardization protocols and removed duplicate records, resulting in 385 unique records.

4. On or before July 21, 2023, Epiq mailed copies of the Notice Packet by first-class mail to each of the 385 potential Settlement Class members. A sample of the Notice Packet is attached hereto as Exhibit A.

5. As a result of the efforts described above, as of July 21, 2023, Epiq has mailed a total of 385 Notice Packets.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 21st day of July, 2023 in London, United Kingdom.



Ajmal Choudry

Thereof, and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with Deutsche Bank, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with Credit Suisse, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with RBS, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; and the February 15, 2023 Order Scheduling a Hearing for Final Approval of Settlement with JPMorgan, and Approving the Proposed Form and Program of Notice to the Class (collectively, the "Orders").

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 1:15-cv-00871 (SHS)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023 FAIRNESS
HEARING THEREON, AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members' Rights ("Notice") is 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"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS. TO CLAIM YOUR SHARE OF THE SETTLEMENTS, YOU MUST SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ONLINE NO LATER THAN OCTOBER 27, 2023 OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN OCTOBER 27, 2023.

TO: ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD OF JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD")

"Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.;¹ (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The purpose of this Notice is to inform you of proposed settlements in this Action (the "Settlements") with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, "TP ICAP"), Gottex Brokers SA ("Gottex"), and Velcor SA ("Velcor"). Representative Plaintiffs entered into the Settlement Agreements with: Credit Suisse on July 13, 2022; Deutsche Bank on April 18, 2022; JPMorgan on June 2, 2017; RBS on June 2, 2021; ICAP on March 13, 2023; and TP ICAP, Gottex, and Velcor (together, the "Settling Brokers") on May 10, 2023. Credit Suisse, Deutsche Bank, JPMorgan, RBS, ICAP, Settling Brokers and their affiliates and subsidiaries are collectively referred to as the "Settling Defendants."

¹ For the avoidance of doubt, all references herein to transactions of any kind entered into by a Person "through a location within the U.S." include transactions that by operation of a forum selection clause or other contractual provision provide for jurisdiction in any state or federal court within the U.S. in the event of a dispute.

You are receiving this Notice because records indicate that you may have transacted in one or more Swiss Franc LIBOR-Based Derivatives during the Class Period and may be a Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Class Members should be directed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com
Website: www.SwissFrancLIBORClassActionSettlement.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into Swiss Franc LIBOR-Based Derivatives transactions during the Class Period for the beneficial interest of persons or organizations other than yourself, Plaintiffs' Counsel requests that you, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to Epiq Class Action & Claims Solutions, Inc. ("Epiq" or the "Settlement Administrator") the name and last known address of each person or organization for whom or which you made Swiss Franc LIBOR-Based Derivatives transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the Swiss Franc LIBOR-Based Derivatives transactions. If you are restricted from disclosure under any applicable domestic or foreign data privacy, bank secrecy, state secret, or other law, then Plaintiffs' Counsel requests that you provide this Notice directly to any of your customers that are Settlement Class members if permitted to do so by such applicable rules and laws. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Representative Plaintiffs allege that Defendants² unlawfully and intentionally agreed, combined and conspired to rig Swiss franc LIBOR to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et seq.*, and the common law.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Settling Defendants have agreed to pay a total of **\$73,950,000**. Credit Suisse has agreed to pay \$13,750,000. Deutsche Bank has agreed to pay \$13,000,000. JPMorgan has agreed to pay \$22,000,000. RBS has agreed to pay \$21,000,000. ICAP has agreed to pay \$2,100,000. TP ICAP has agreed to pay \$2,100,000. Class Members who or which do not opt out of the Settlements will release their claims against all Settling Defendants in the Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Distribution Plan, which are available at www.swissfrancliborclassactionsettlement.com (the "Settlement Website").

² Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; Intercapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
DO NOTHING	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlements, if approved, and the settlement releases. <i>See</i> question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator online no later than October 27, 2023 , or to mail your completed Claim Form so that it is postmarked no later than October 27, 2023 . <i>See</i> question 12.
EXCLUDE YOURSELF FROM THE SETTLEMENTS	If you wish to exclude yourself from the Settlement Class for the Settlements, you must submit by U.S. first class 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) or deliver a written request to the Settlement Administrator so that it is received by August 23, 2023 . If you exclude yourself, you will not be bound by the Settlements, if approved, or the settlement releases, and you will not be eligible for any payment from the Settlements. <i>See</i> questions 19 - 23.
OBJECT TO THE SETTLEMENTS	If you wish to object to any of the Settlements, you must file a written objection with the Court and serve copies on Lead Counsel and Settling Defendants' counsel so that the written objection is received by August 23, 2023 . You must be and remain within the Settlement Class in order to object. <i>See</i> questions 24 and 25.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about the Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Lead Counsel and Settling Defendants' counsel so that it is received by August 23, 2023 . The Fairness Hearing is scheduled for September 27, 2023 . <i>See</i> questions 28 - 30.
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. <i>See</i> question 30.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreements, which are available on the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court has appointed the lawyers listed below ("Lead Counsel") to represent you and the Settlement Class in this Action:

Vincent Briganti
 Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
 E-mail: swissfrancliborsettlement@lowey.com

Please regularly visit the Settlement Website, which can be found at www.SwissFrancLIBORClassActionSettlement.com, for updates relating to the Settlements.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Representative Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in these Settlements with the Settling Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlements with the Settling Defendants before the Court decides whether to approve the Settlements.

This Notice explains the Action, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlements and Distribution Plan and to consider requests for awards of attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs from the Settlement Fund.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement with the Settling Defendants (the "Settlement Agreements") and the Court's Preliminary Approval Orders for each of the Settlements.

The Settlement Agreements and the Court's Preliminary Approval Orders are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreements and the Court's Preliminary Approval Orders.

4. What Is This Action About?

Representative Plaintiffs allege that Defendants, including the Settling Defendants, unlawfully and intentionally manipulated a benchmark interest rate, the Swiss franc London Interbank Offered Rate ("Swiss franc LIBOR"), to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, and the common law from at least January 1, 2001 through December 31, 2011 (the "Class Period").

Representative Plaintiffs allege that certain Defendants, as members of the panels that set Swiss franc LIBOR (the "Contributor Bank Defendants"), made submissions to set the rate that did not reflect the true cost of borrowing funds in the interbank money market but were, instead, intended to fix Swiss Franc LIBOR-Based Derivatives at prices that would increase the profitability of Defendants' Swiss Franc LIBOR-Based Derivatives positions and caused investors located in or trading through the United States to be overcharged or underpaid in their Swiss Franc LIBOR-Based Derivatives transactions. Representative Plaintiffs also alleged that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs transacted in Swiss Franc LIBOR-Based Derivatives during the Class Period.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, the Settling Defendants have agreed to pay a total of \$73,950,000 (the "Settlement Amount") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the respective Settlement Amounts, plus any interest earned (the "Settlement Funds"), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendants. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

5. What Is The History Of This Action?

On February 5, 2015, this litigation was initiated as a putative class action against Credit Suisse Group AG, JPMorgan, RBS, and UBS AG ("UBS") on behalf of traders of Swiss Franc LIBOR-Based Derivatives. ECF No. 1. The original complaint named one representative plaintiff: Sonterra Capital Master Fund, Ltd. ("Sonterra"). Prior to the filing of this initial complaint, Fund Liquidation Holdings LLC ("FLH") had received assignments of claims and irrevocable powers of attorney from Sonterra. Sonterra then later dissolved. ECF No. 358.

On June 19, 2015, Plaintiffs filed their First Amended Complaint ("FAC"), adding Defendants Credit Suisse AG, Bluecrest Capital Management, LLP ("Bluecrest"), Deutsche Bank, and certain Plaintiffs.³ ECF No. 36. On August 18, 2015, Defendants Credit Suisse, Deutsche Bank, JPMorgan, RBS, and UBS moved to dismiss on personal jurisdiction grounds, and for failure to state a claim and for lack of subject matter jurisdiction. ECF Nos. 63-64, 73. That same day, Defendant Bluecrest Capital Management, LLP ("Bluecrest") also filed a motion to dismiss on personal jurisdiction grounds, and for failure to state a claim, and other grounds. ECF Nos. 74-75.

On January 30, 2017, while the motion to dismiss the FAC was pending, Plaintiffs and JPMorgan reached a settlement in principle and executed a binding term sheet. On June 2, 2017, Plaintiffs and JPMorgan finalized a settlement agreement. ECF No. 151-1.

On August 16, 2017, the Court issued an Order preliminarily approving Plaintiffs' Settlement with JPMorgan. ECF No. 159.

On September 25, 2017, the Court dismissed without prejudice the FAC and granted Plaintiffs leave to file an amended complaint. ECF No. 170. The Court held that: (1) plaintiffs failed to state a claim upon which relief could be granted; and (2) the Court lacked personal jurisdiction as to DB Group Services (UK) Ltd. and Bluecrest. *Id.*

On December 8, 2017, Plaintiffs filed a Second Amended Complaint ("SAC"). ECF No. 185. In the SAC, Plaintiffs added certain Plaintiffs and Defendants,⁴ and amended the pleading in response to the Court's earlier opinion. *Id.* Defendants responded by moving to dismiss on a new set of grounds, including the theory that plaintiffs lacked "capacity to sue" because FrontPoint, Sonterra, and Hunter had been dissolved, and that Plaintiffs lacked Article III standing, as well as personal jurisdiction grounds. ECF Nos. 223-28.

On April 6, 2018, the Broker Defendants filed a motion to dismiss the SAC for lack of personal jurisdiction and improper venue as to certain of the Broker Defendants, and for failure to state a claim upon which relief could be granted and lack of subject matter jurisdiction as to all Broker Defendants. ECF Nos. 254-64.

On April 16, 2018, Plaintiffs filed their opposition to Defendants' motion to dismiss the SAC for lack of personal jurisdiction and venue, arguing that Defendants purposefully availed themselves of the United States by setting up trading operations to profit from trading Swiss Franc LIBOR-Based Derivatives, and Defendants purposefully directed their manipulation and harmful effects at the United States by manufacturing and distributing price-fixed financial products in the United States market. ECF No. 268.

³ In the FAC, the following Plaintiff were added: FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Horizon Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund L.P. (collectively, "FrontPoint"), Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings LTD., HG Holdings II Ltd. (collectively "Hunter"), and Frank Divitto.

⁴ In the SAC, Plaintiffs Richard Dennis and California State Teachers' Retirement System ("CalSTRS"), and Defendants TP ICAP plc, Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, Cosmorex AG, ICAP Europe Limited, ICAP Securities USA LLC, NEX Group plc, Intercapital Capital Markets LLC, Velcor SA, and Gottex Brokers SA (collectively, the "Broker Defendants") were added.

On June 4, 2018, Plaintiffs filed their oppositions to Broker Defendants' motion to dismiss the SAC, arguing that the Broker Defendants were subject to specific personal jurisdiction because they purposefully availed themselves of the forum and directed harmful effects to the forum, and that Plaintiffs' claims should be sustained as they have Article III and antitrust standing, and alleged plausible antitrust and RICO claims. ECF Nos. 295-97.

On September 16, 2019, the district court issued its opinion granting Defendants' motions to dismiss the SAC. ECF No. 358. The Court held that Sonterra did not have Article III standing to initiate the case because it did not exist at the time of filing. Further, the Court held that substitution of a new class representative with standing to sue would not cure the lack of subject matter jurisdiction. *Id.*

On October 16, 2019, Plaintiffs filed a Notice of Appeal of the Court's September 16, 2019 decision. ECF No. 362. Pursuant to the U.S. Court of Appeals for the Second Circuit's decision to vacate the judgment of the district court and remand for further proceedings in a separate appeal, *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.) ("*SIBOR*"), which related to Plaintiffs' appeal in this Action, on September 21, 2021, the Second Circuit issued a decision vacating the Court's September 16, 2019 opinion and remanding the case for further proceedings. ECF No. 367. The parties agreed that the *SIBOR* decision rendered the full litigation of Plaintiffs' appeal unnecessary, but they did not agree on any further consequences that the *SIBOR* decision should have on this Action. *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.), ECF No. 85 (June 24, 2021).

On February 11, 2022, Representative Plaintiffs filed a letter to the Court regarding additional settlements reached with Credit Suisse, Deutsche Bank and RBS. ECF No. 373. On June 29, 2022, Representative Plaintiffs moved for preliminary approval of the settlements with Deutsche Bank and RBS, and an order directing notice of these Settlements and the earlier JPMorgan Settlement. ECF No. 382. On July 13, 2022, Representative Plaintiffs moved for preliminary approval of the settlement with Credit Suisse. ECF No. 389.

On November 23, 2022, Plaintiffs filed their Third Amended Complaint. ECF No. 403. The non-Settling Defendants filed their motion to dismiss the TAC on January 27, 2023. ECF Nos. 414, 416-22.

The Court granted preliminary approval of the Credit Suisse, Deutsche Bank, and RBS Settlements and authorized the issuance of notice for these Settlements and the JPMorgan Settlement on February 15, 2023. ECF Nos. 426-29.

On March 13, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with ICAP. ECF No. 430. The Court granted preliminary approval of the ICAP Settlement on March 31, 2023. ECF No. 440.

On May 11, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with the Settling Brokers. ECF Nos. 452-56. The Court granted preliminary approval of the Settlement with the Settling Brokers on May 16, 2023. ECF No. 457.

6. Why Are There Settlements?

Representative Plaintiffs and Lead Counsel believe that Class Members have been damaged by Defendants' conduct. The Settling Defendants believe that they have meritorious defenses to Representative Plaintiffs' allegations and believe that Representative Plaintiffs' claims would have been rejected prior to trial, at trial (had Representative Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, Settling Defendants believe that Representative Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Representative Plaintiffs or Defendants. Instead, Lead Counsel engaged in negotiations with each Settling Defendant to reach a negotiated resolution of the claims against the Settling Defendant in the Action. The Settlements allow both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Representative Plaintiffs and Lead Counsel believe the Settlements are in the best interest of all Class Members.

The Settling Defendants have agreed to pay a total of \$73,950,000 in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Net Settlement Fund will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and will continue against all other Defendants. If the Settlements are not approved, all Defendants (including the Settling Defendants) will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

7. How Do The Settlements Affect The Claims Against Defendants Other Than Settling Defendants?

Representative Plaintiffs' claims (or potential claims) against the non-settling Defendants will continue to be litigated, whether or not the Settlements are approved. The Court's approval of the Settlements or certification of the Settlement Class in connection with the Settlements will have no impact on the Court's rulings in the litigation against the non-settling Defendants.

WHO GETS MONEY FROM THE SETTLEMENTS

8. How Do I Know If I Am A Class Member?

In the Preliminary Approval Orders, the Court preliminarily approved the following Settlement Class:

ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD FROM JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD").

Not everyone who fits this description will be a Class Member. Please see question 9 for a discussion of exclusions from the Settlement Class.

9. Are There Exceptions To Being Included In The Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator (whether or not that co-conspirator was named as a Defendant). In addition, the United States government is excluded from 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. Under no circumstances may any Defendant (or any of their direct or indirect parents, subsidiaries, affiliates, or divisions) receive a distribution for its own account from the Settlement Fund through an Investment Vehicle.

For purposes of the Settlements, the term "Investment Vehicle" means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

10. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-914-4639 toll-free (if calling from outside the United States or Canada, call 1-503-994-1396) or visit the Settlement Website, www.swissfrancliborclassactionsettlement.com, for more information.

THE SETTLEMENT BENEFITS

11. What Do The Settlements Provide?

The Settling Defendants have agreed to pay a total \$73,950,000 (Credit Suisse: \$13,750,000; Deutsche Bank: \$13,000,000; JPMorgan: \$22,000,000; RBS: \$21,000,000; ICAP: \$2,100,000; TP ICAP: \$2,100,000) to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses if the Settlements are approved. The Settlements give the Settling Defendants the right to terminate the Settlements in the event that the volume of Swiss Franc LIBOR-Based Derivatives transacted by Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain percentage.

These are not claims-made settlements, and the Settling Defendants are not involved in the development of the Distribution Plan for the Settlements. The Settlements do not provide for a reversion of any Settlement Funds to Settling Defendants. The Net Settlement Funds will be distributed to Settling Class Members to the fullest extent possible.

12. How Will I Get A Payment?

If you are a Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Funds. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern time on **October 27, 2023 OR** postmarked by **October 27, 2023** and mailed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a "Confirmation of Claim Receipt," which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlements.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan see question 14.

14. What Is The Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.swissfrancliborclassactionsettlement.com. Changes, if any, to the Distribution Plan based on newly available data or information or any Court order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** to decide whether to approve the Settlements and Distribution Plan. Even if the Court approves the Settlements and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Lead Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against the Settling Defendants and/or any of the Released Parties. Upon the Effective Date of the Settlements, Representative Plaintiffs and each of the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

Although the releases in the Settlement Agreements are not general releases, the releases do constitute a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code.

Settling Class Members shall be deemed to 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 the Settlement 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.

The capitalized terms used in this paragraph are defined in the Settlement Agreements, Preliminary Approval Orders, or this Notice. For easy reference, certain of these terms are copied below.

With respect to the Settlement Agreement with Credit Suisse:

- “Released Parties” means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Credit Suisse.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund,

L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in the Action other than Credit Suisse; (iii) any claims against interdealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of interdealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with Deutsche Bank:

- “Released Parties” means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Deutsche Bank.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common

control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims against the named Defendants in the Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with JPMorgan:

- “Released Parties” means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than JPMorgan.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on

behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees’ conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to the Settlement Agreement with RBS:

- “Released Parties” means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than RBS.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).
- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated),

whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961- 1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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.

With respect to the Settlement Agreement with ICAP:

- "Released Parties" means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG, with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc).
- "Releasing Parties" means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund,

L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

With respect to the Settlement with Settling Brokers:

- “Released Parties” means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers), shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member

on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers’ employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

18. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlements. You will be bound by past and any future Court rulings, including rulings on the Settlements and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Defendants or any of the other Released Parties on the basis of the Released Claims. Please see question 17 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENTS**19. What If I Do Not Want To Be In The Settlement Class?**

If you are a Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is also sometimes referred to as “opting out” of a class. *See* question 20.

If you act to exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Lead Counsel will no longer represent you with respect to any claims against the Settling Defendants.

If you want to receive money from the Settlements, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlements.

20. How Do I Exclude Myself From The Settlement Class For The Settlements?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class 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) or delivered so that it is received by **August 23, 2023**, to:

Swiss Franc LIBOR Class Action Settlement - EXCLUSIONS
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

and (a) state the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); and (c) provide one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative.

With respect to the kinds of documents that are requested under subsection (c) in the preceding paragraph, any Class Member seeking to exclude himself, herself or itself from the Settlement Class will be requested to provide document(s) evidencing eligible trading in Swiss Franc LIBOR-Based Derivatives during the Class Period (for each transaction, the date, time and location of the transaction, the instrument type, direction (*i.e.*, purchase or sale) of the transaction, the counterparty, any transaction identification numbers, and the total amount transacted (in Swiss francs) (CHF)). Any Request for Exclusion must be signed by such Person or entity requesting the exclusion or an authorized representative and include proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The Parties may seek leave of the Court to ask any Person or entity that seeks to be excluded from the Settlements to provide documents sufficient to prove membership in the Settlement Class.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the Person or entity filing such an invalid request shall be a Class Member and shall be bound by the Settlements, if approved.

All Persons or entities who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlements, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlements. In addition, such Persons or entities will not be entitled to object to the Settlements or participate at the Fairness Hearing.

21. If I Do Not Exclude Myself, Can I Sue The Settling Defendants And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and the other Released Parties for the Released Claims that the Settlements resolve. If you decide to exclude yourself from the Settlements, your decision will apply to the Settling Defendants and the other Released Parties.

22. If I Exclude Myself, Can I Get Money From The Settlements?

No. You will not get any money from the Settlements if you exclude yourself.

23. If I Exclude Myself From The Settlements, Can I Still Object?

No. If you exclude yourself, you are no longer a Class Member and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS**24. How Do I Tell The Court What I Think About The Settlements?**

If you are a Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlements. You can object to all or any part of the Settlements, Distribution Plan, and/or application for attorneys' fees, reimbursement of litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the Southern District of New York a notice of appearance and your written objection, and serving copies of your written objection on Lead Counsel and the Settling Defendants' counsel such that your written objection is received by **August 23, 2023** to the following addresses:

<i>Lead Counsel (Class Counsel)</i>
Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601

<i>Settling Defendants' Counsel</i>	
Joel Kurtzberg Cahill Gordon & Reindel LLP 32 Old Slip New York, NY 10005 <i>Counsel for Credit Suisse</i>	Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 <i>Counsel for Deutsche Bank</i>
Alan C. Turner Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 <i>Counsel for JPMorgan Chase & Co.</i>	David S. Lesser King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, NY 10036 <i>Counsel for RBS</i>
Shari Brandt Perkins Coie LLP 1155 Avenue of the Americas New York, NY 10036 <i>Counsel for ICAP and Settling Brokers</i>	

Any Class Member who does not enter an appearance will be represented by Lead Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the name, address, telephone number, and email address of the Person or entity objecting and must be signed by the Class Member (an attorney's signature is not sufficient); (ii) the name of the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); (iii) a statement of your objection or objections, and the specific reasons for each objection, including any legal and evidentiary support you wish to bring to the Court's attention; (iv) whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove your membership in the Settlement Class, including a description of the Swiss Franc LIBOR-Based Derivatives

transactions you entered into that fall within the Settlement Class definition; (vi) a statement of whether you intend to participate at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and email address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Fairness Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available for a deposition by any Party to take place within the Court's federal district in New York or in the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your written objection, your views will not be considered by the Court. Check the Settlement Website, www.swissfrancilborclassactionsettlement.com for updates on important dates and deadlines relating to the Settlements.

25. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlements. You can object to the Settlements only if you remain a Class Member and do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlements because it no longer affects you.

THE LAWYERS REPRESENTING YOU

26. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfrancilborsettlement@lowey.com

These lawyers are called Lead Counsel (or Class Counsel). Lead Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Lead Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. How Will The Lawyers Be Paid?

To date, Lead Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlements provide that Lead Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Lead Counsel will move for an award of no more than \$20,706,000 in attorneys' fees, which is 28% of the Settlement Fund, plus payment of litigation expenses and costs not to exceed \$750,000, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Lead Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case. Representative Plaintiffs may also seek Incentive Awards from the Settlement Fund of up to \$300,000 in the aggregate.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by **August 9, 2023**. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.swissfrancilborclassactionsettlement.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

28. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** from the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan U.S. Courthouse, located at 500 Pearl Street, New York, NY 10007. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

29. Do I Have To Participate At The Fairness Hearing?

No. Lead Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you send an objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

30. May I Speak At The Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Lead Counsel and Settling Defendants' counsel at the addresses set forth in question 24, such that they are received no later than **August 23, 2023**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Lead Counsel.

GETTING MORE INFORMATION

31. How Do I Get More Information?

The Court has appointed Epiq as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlements and processing Claim Forms.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Distribution Plan, which are available for your review at the Settlement Website, www.swissfranciborclassactionsettlement.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396) or write to the Settlement Administrator at:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current information to the Settlement Administrator at the address/email set forth above in the event the Settlement Administrator needs to contact you.

*****Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information about the Settlements.*****

DATED: JUNE 16, 2023

BY ORDER OF THE COURT

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

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

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 15-cv-00871 (SHS)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period from January 1, 2001 through December 31, 2011 (the “Class Period”), you may be eligible to receive a payment from the settlements reached between Representative Plaintiffs and Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); Gottex Brokers SA (“Gottex”); and Velcor SA (“Velcor” and collectively with Credit Suisse, Deutsche Bank, ICAP, JPMorgan, RBS, TP ICAP, and Gottex, the “Settling Defendants”) totaling \$73,950,000 in the above-captioned case.

2. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

3. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.

4. Unless otherwise defined herein, all capitalized terms contained in this proof of claim and release (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Representative Plaintiffs and the respective Settling Defendants, which are available at www.SwissFrancLIBORClassActionSettlement.com (the “Settlement Website”).

5. It is important that you read the Notice that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the Release and Covenant Not to Sue described in the Notice under the heading “What Am I Giving Up To Receive A Payment?” and provided for in the Settlement Agreement.

6. To be eligible to receive a payment from the Net Settlement Funds, you must submit a timely and valid Claim Form along with the required data and/or information described in Parts II through IV below. **To be considered timely, your Claim Form must be submitted online at www.SwissFrancLIBORClassActionSettlement.com by 11:59 p.m. Eastern Time on October 27, 2023 OR postmarked and mailed by the Settlement Administrator no later than October 27, 2023 to:**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

Do not submit your claim to the Court.

If you are unable to submit the required data as described below at Parts II through IV, you should call the Settlement Administrator for further instructions.

7. As described in Parts III and IV below, you are required to submit additional information about your transactions in Swiss Franc LIBOR-Based Derivatives as part of your Claim Form to be submitted to the Settlement Administrator.

8. Your payment amount will be determined based on the Settlement Administrator's review of your Claim Form and calculated pursuant to the Distribution Plan that the Court approves. Submission of a Claim Form does not guarantee that you will receive a payment from the Settlement. For more information, please refer to the Notice and Distribution Plan available at the Settlement Website.

9. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of only one legal entity.

10. If you have questions about submitting a Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator.

11. **NOTICE REGARDING ELECTRONIC FILES:** All claimants **MUST** also submit a signed paper Proof of Claim which can be uploaded via the Settlement Website or emailed to the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com. All Claimants are also directed to submit their transaction data using the Electronic Template which can be found on the Settlement Website at www.SwissFrancLIBORClassActionSettlement.com. If you are unable to submit your claim electronically, you must contact the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com to request a paper version of the transaction template. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the claimant an email of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Settlement Administrator's electronic filing department at info@SwissFrancLIBORClassActionSettlement.com to inquire about your file and confirm it was received.**

II. CLAIMANT IDENTIFICATION

The Settlement Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please notify the Settlement Administrator in writing. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the Claimant, you must list the beneficial owner's information below and attach documentation showing your authority to act on behalf of Claimant.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section A – Claimant Information

Beneficial Owner's First Name

MI

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

ZIP Code/Postal Code

Province/Region (if outside U.S.)

Country

Claimant Tax ID (For most U.S. Claimants, this is their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. Claimants, enter a comparable government-issued identification number.)

Telephone Number (home or cell)

Telephone Number (work)

Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section B – Authorized Representative Information

Name of the person you would like the Settlement Administrator to contact regarding this claim (if different from the Claimant name listed above)

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number (home or cell)	Telephone Number (work)	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Address 1 (street name and number)		
<input type="text"/>		
Address 2 (apartment, unit or box number)		
<input type="text"/>		
City	State	ZIP Code/Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>
Province/Region (if outside U.S.)		
<input type="text"/>		
Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)		
<input type="text"/>		

III. REQUIREMENTS FOR CLAIM SUBMISSION

1. YOU MUST SUBMIT YOUR CLAIM FORM ELECTRONICALLY IN THE REQUIRED FORMAT

Claimants must electronically submit their Claim Forms online at www.SwissFrancLIBORClassActionSettlement.com by **11:59 p.m. Eastern Time on October 27, 2023** OR mail the Claim Forms to the Settlement Administrator at Swiss Franc LIBOR Class Action Settlement, c/o Epiq, P.O. Box 5585, Portland, OR 97228-5585 so they **are postmarked and mailed no later than October 27, 2023**. Claim Forms must be submitted in the format specified in this Claim Form or posted by the Settlement Administrator on the Settlement Website.

- a. Along with your Claim Form, you are required to submit the details of your transactions in Swiss Franc LIBOR-Based Derivatives reflected in Part IV, below. A Data Template, including the information you must provide about your transactions in Swiss Franc LIBOR-Based Derivatives is available at the Settlement Website.
- b. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.
- c. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.
- d. The Settlement Class Period is January 1, 2001 through December 31, 2011.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

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and Mailed No Later Than October 27, 2023.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE SETTLEMENT ADMINISTRATOR.

If contacted by the Settlement Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Settlement Administrator in the future:

- a. Transaction data from your bank, broker, or internal trade system;
- b. Bank confirmations by individual trade;
- c. Bank transaction reports or statements;
- d. Trading venue transaction reports or statements;
- e. Prime broker reports or statements;
- f. Custodian reports or statements;
- g. Daily or monthly account statements or position reports;
- h. Email confirmations from counterparty evidencing transactions;
- i. Bloomberg confirmations or communications evidencing transactions; and/or
- j. Other documents evidencing transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period.

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 following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, www.SwissFrancLIBORClassActionSettlement.com.

For all Swiss Franc LIBOR-Based Derivatives traded on a futures exchange (LIFFE Euro Swiss franc futures contracts and CME Swiss franc currency futures contracts), if requested, please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any LIFFE Euro Swiss franc futures contracts or CME Swiss franc currency 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.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives transactions. Having data and documentation may be important to substantiating your Claim Form.

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

IV. TRANSACTION DATA REQUIREMENTS

a. TRANSACTIONS IN SWISS FRANC LIBOR-BASED DERIVATIVES

Provide the following information only if you entered into transactions in Swiss Franc LIBOR-Based Derivatives from January 1, 2001 through December 31, 2011. Do not include information regarding instruments other than Swiss Franc LIBOR-Based Derivatives and do not include transactions in Swiss Franc LIBOR-Based Derivatives in which you acquired the instrument as an agent for another individual or entity.

1. Provide all brokers or nominees at which you maintained accounts in which you traded or held in Swiss Franc LIBOR-Based Derivatives.
2. Please provide a list of all account names and account numbers for each entity you listed in response above in which you traded or held Swiss Franc LIBOR-Based Derivatives.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
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b. **SWAPTIONS, FRAS, AND SWAPS WITH A CONSTANT NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each swaption, FRA, and/or swap with a constant notional value that was purchased, sold, held, or traded during the Class Period, provide the following information for each transaction.

1. Transaction Type (e.g., swap, swaption, FRA)
2. Trade Date (mm/dd/yyyy)
3. Exit Date (if applicable)
4. Applicable Rate and Duration (Tenor)
5. Notional Value (in CHF) for Interest Payment
6. Frequency of Reset Dates
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

c. **SWISS FRANC LIBOR-BASED INTEREST RATE SWAPS WITH A VARIABLE NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each purchase or sale of a swap whose notional value fluctuated during the contract period, provide the following information for each interest payment for each transaction during the Class Period. **If necessary, please add additional rows to reflect all interest payments associated with the transaction. For example, if there were ten interest payments for a particular transaction, list the dates of all ten interest payments, the notional value (in CHF) on which each interest payment was calculated, and the amount of each interest payment:**

1. Swap Transaction Type
2. Swap Trade Date (mm/dd/yyyy)
3. Date of Interest Payment (mm/dd/yyyy)
4. Amount of Interest Payment (in CHF)
5. Notional Value (in CHF) for Interest Payment
6. Reference Interest Rate and Tenor
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

d. **PURCHASE(S) AND SALE(S) OF FX FORWARDS DURING THE CLASS PERIOD**

For a purchase or sale of a foreign exchange ("FX") forward, provide the following information for each transaction:

1. Transaction Type (e.g., FX forward)
2. Trade Date (mm/dd/yyyy)
3. Notional Value (in CHF)
4. Date Position Opened (mm/dd/yyyy)
5. Date Position Closed (mm/dd/yyyy)
6. Notional Amount of Corresponding Currency
7. Day-Count Convention
8. Location of Transaction
9. Counterparty Name
10. Broker Name (if applicable)

e. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS PRIOR TO THE START OF THE CLASS PERIOD**

As of end of the day on December 31, 2000, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

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1. Contract Futures Identifier (Swiss franc currency futures or Euro Swiss franc futures)
2. Exchange (CMS or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

f. **PURCHASE(S) AND SALE(S) IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS DURING THE CLASS PERIOD**

During the Class Period, for a purchase or sale of a CME Swiss franc currency futures contract or a LIFFE Euro Swiss franc 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Trade Date (mm/dd/yyyy)
4. Contract Month/Year
5. Number of Contracts Traded
6. Transactions Price
7. Transaction Type (Open / Close)
8. Position (Long / Short)
9. Brokerage Firm, Location & Account in Which Transaction Was Made

g. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS AT THE END OF THE CLASS PERIOD**

As of end of the day on December 31, 2011, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

It is important that you accurately disclose all transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period. Plaintiffs' Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

V. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION A: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES ON CLAIMANT'S BEHALF AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the Release and Covenant Not to Sue provided for in the Settlement Agreements;
2. I (we) am (are) a Class Member and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions submitted with this Claim Form for myself (ourselves) and not as

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

agents of another, and have not assigned my (our) Released Claims to another;

5. I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to the release or any other part or portion thereof;

6. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;

7. I (we) hereby consent to the disclosure of, waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to, and instruct Settling Defendants or any authorized third party to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process;

8. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgment that may be entered in the Action;

9. I (we) agree to furnish such additional information with respect to this Claim Form as the Settlement Administrator or the Court may require; and

10. I (we) acknowledge that I (we) will be bound by and subject to the terms of the Judgment that will be entered in the Action if the Settlement is approved.

11. I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

SECTION B: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the Settlement, pursuant to the terms set forth in the Settlement Agreement, and by operation of law and the Final Judgment, I (we) shall be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties (as defined in the Settlement Agreement and/or Final Judgment).

By signing and submitting this Claim Form, I (we) consent to the disclosure of information relating to my (our) transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period, and waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to information and transaction data relating to my (our) trades, for use in the claims administration process.

If signing as an Authorized Representative on behalf of an entity, I (we) certify that I (we) have legal rights and authorization from the entity to file this Claim Form on the entity's behalf.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Claimant is an individual filing on his or her own behalf)

Date: - -
MM DD YYYY

Print Name of Claimant (if Claimant is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date: - -
MM DD YYYY

Print Name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual (e.g., trustee, executor, administrator, custodian, or other nominee))

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON OCTOBER 27, 2023 OR POSTMARKED AND MAILED NO LATER THAN OCTOBER 27, 2023 TO:

**Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF JASON RABE REGARDING MAILING OF THE
NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023
FAIRNESS HEARING THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

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 Ave. S., Suite 400, Minneapolis, MN 55402. I am over 21 years of age and am not a party to the above-captioned action (the “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 settlements by Credit Suisse Group AG and Credit Suisse AG (collectively “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together “ICAP”); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”), Gottex Brokers SA (“Gottex”), and Velcor SA (“Velcor,” and together with TP ICAP and Gottex, the “Settling “Brokers”), Rust was retained by counsel for JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (together, “JPMorgan”) to act as a notice administrator in connection with the proposed settlements in the Action to effect mailing of the Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members’ Rights, and Proof of Claim and Release (together, the “Notice Packet”) to certain members of the Settlement Class, including potential Settlement Class Members who may be domiciled outside of the United States.¹

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the May 16, 2023 Order Preliminarily Approving Class Action Settlement with Settling Brokers, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; March 31, 2023 Order Preliminarily Approving Class Action Settlement with ICAP, and Scheduling a Hearing for Final Approval Thereof,

MAILING OF THE NOTICE PACKET

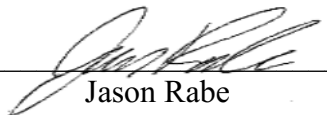
3. On July 13, 2023, JPMorgan's counsel provided Rust with a list of 427 names and mailing addresses of entities identified as potential Settlement Class Members. The data was reviewed to eliminate duplicate names and addresses and incomplete records, resulting in 380 unique records.

4. On July 26, 2023, Rust mailed copies of the Notice Packet by first-class mail to each of the 380 potential Settlement Class members. A sample of the Notice Packet is attached hereto as Exhibit A.

5. As a result of the efforts described above, as of July 28, 2023, Rust has mailed a total of 380 Notice Packets.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 2nd day of August, 2023 in Minneapolis, Minnesota.



Jason Rabe

and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with Deutsche Bank, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with Credit Suisse, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; February 15, 2023 Order Preliminarily Approving Proposed Settlement with RBS, and Scheduling a Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class; and the February 15, 2023 Order Scheduling a Hearing for Final Approval of Settlement with JPMorgan, and Approving the Proposed Form and Program of Notice to the Class (collectively, the "Orders").

EXHIBIT A

SWISS FRANC LIBOR CLASS ACTION SETTLEMENT
C/O RUST CONSULTING INC - 8341
PO BOX 2599
FARIBAULT MN 55021-9599

DATED MATERIAL—OPEN IMMEDIATELY



* B A R C O D E 3 9 * - UAA <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 1:15-cv-00871 (SHS)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023 FAIRNESS
HEARING THEREON, AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members' Rights ("Notice") is 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"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS. TO CLAIM YOUR SHARE OF THE SETTLEMENTS, YOU MUST SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ONLINE NO LATER THAN OCTOBER 27, 2023 OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN OCTOBER 27, 2023.

TO: ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD OF JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD")

"Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.;¹ (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The purpose of this Notice is to inform you of proposed settlements in this Action (the "Settlements") with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, "TP ICAP"), Gottex Brokers SA ("Gottex"), and Velcor SA ("Velcor"). Representative Plaintiffs entered into the Settlement Agreements with: Credit Suisse on July 13, 2022; Deutsche Bank on April 18, 2022; JPMorgan on June 2, 2017; RBS on June 2, 2021; ICAP on March 13, 2023; and TP ICAP, Gottex, and Velcor (together, the "Settling Brokers") on May 10, 2023. Credit Suisse, Deutsche Bank, JPMorgan, RBS, ICAP, Settling Brokers and their affiliates and subsidiaries are collectively referred to as the "Settling Defendants."

¹ For the avoidance of doubt, all references herein to transactions of any kind entered into by a Person "through a location within the U.S." include transactions that by operation of a forum selection clause or other contractual provision provide for jurisdiction in any state or federal court within the U.S. in the event of a dispute.

You are receiving this Notice because records indicate that you may have transacted in one or more Swiss Franc LIBOR-Based Derivatives during the Class Period and may be a Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Class Members should be directed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com
Website: www.SwissFrancLIBORClassActionSettlement.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into Swiss Franc LIBOR-Based Derivatives transactions during the Class Period for the beneficial interest of persons or organizations other than yourself, Plaintiffs' Counsel requests that you, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to Epiq Class Action & Claims Solutions, Inc. ("Epiq" or the "Settlement Administrator") the name and last known address of each person or organization for whom or which you made Swiss Franc LIBOR-Based Derivatives transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the Swiss Franc LIBOR-Based Derivatives transactions. If you are restricted from disclosure under any applicable domestic or foreign data privacy, bank secrecy, state secret, or other law, then Plaintiffs' Counsel requests that you provide this Notice directly to any of your customers that are Settlement Class members if permitted to do so by such applicable rules and laws. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Representative Plaintiffs allege that Defendants² unlawfully and intentionally agreed, combined and conspired to rig Swiss franc LIBOR to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et seq.*, and the common law.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Settling Defendants have agreed to pay a total of **\$73,950,000**. Credit Suisse has agreed to pay \$13,750,000. Deutsche Bank has agreed to pay \$13,000,000. JPMorgan has agreed to pay \$22,000,000. RBS has agreed to pay \$21,000,000. ICAP has agreed to pay \$2,100,000. TP ICAP has agreed to pay \$2,100,000. Class Members who or which do not opt out of the Settlements will release their claims against all Settling Defendants in the Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Distribution Plan, which are available at www.swissfrancliborclassactionsettlement.com (the "Settlement Website").

² Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; Intercapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
DO NOTHING	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlements, if approved, and the settlement releases. <i>See</i> question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator online no later than October 27, 2023 , or to mail your completed Claim Form so that it is postmarked no later than October 27, 2023 . <i>See</i> question 12.
EXCLUDE YOURSELF FROM THE SETTLEMENTS	If you wish to exclude yourself from the Settlement Class for the Settlements, you must submit by U.S. first class 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) or deliver a written request to the Settlement Administrator so that it is received by August 23, 2023 . If you exclude yourself, you will not be bound by the Settlements, if approved, or the settlement releases, and you will not be eligible for any payment from the Settlements. <i>See</i> questions 19 - 23.
OBJECT TO THE SETTLEMENTS	If you wish to object to any of the Settlements, you must file a written objection with the Court and serve copies on Lead Counsel and Settling Defendants' counsel so that the written objection is received by August 23, 2023 . You must be and remain within the Settlement Class in order to object. <i>See</i> questions 24 and 25.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about the Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Lead Counsel and Settling Defendants' counsel so that it is received by August 23, 2023 . The Fairness Hearing is scheduled for September 27, 2023 . <i>See</i> questions 28 - 30.
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. <i>See</i> question 30.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreements, which are available on the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court has appointed the lawyers listed below ("Lead Counsel") to represent you and the Settlement Class in this Action:

Vincent Briganti
 Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
 E-mail: swissfrancliborsettlement@lowey.com

Please regularly visit the Settlement Website, which can be found at www.SwissFrancLIBORClassActionSettlement.com, for updates relating to the Settlements.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Representative Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in these Settlements with the Settling Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlements with the Settling Defendants before the Court decides whether to approve the Settlements.

This Notice explains the Action, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlements and Distribution Plan and to consider requests for awards of attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs from the Settlement Fund.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement with the Settling Defendants (the "Settlement Agreements") and the Court's Preliminary Approval Orders for each of the Settlements.

The Settlement Agreements and the Court's Preliminary Approval Orders are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreements and the Court's Preliminary Approval Orders.

4. What Is This Action About?

Representative Plaintiffs allege that Defendants, including the Settling Defendants, unlawfully and intentionally manipulated a benchmark interest rate, the Swiss franc London Interbank Offered Rate ("Swiss franc LIBOR"), to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, and the common law from at least January 1, 2001 through December 31, 2011 (the "Class Period").

Representative Plaintiffs allege that certain Defendants, as members of the panels that set Swiss franc LIBOR (the "Contributor Bank Defendants"), made submissions to set the rate that did not reflect the true cost of borrowing funds in the interbank money market but were, instead, intended to fix Swiss Franc LIBOR-Based Derivatives at prices that would increase the profitability of Defendants' Swiss Franc LIBOR-Based Derivatives positions and caused investors located in or trading through the United States to be overcharged or underpaid in their Swiss Franc LIBOR-Based Derivatives transactions. Representative Plaintiffs also alleged that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs transacted in Swiss Franc LIBOR-Based Derivatives during the Class Period.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, the Settling Defendants have agreed to pay a total of \$73,950,000 (the "Settlement Amount") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the respective Settlement Amounts, plus any interest earned (the "Settlement Funds"), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendants. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

5. What Is The History Of This Action?

On February 5, 2015, this litigation was initiated as a putative class action against Credit Suisse Group AG, JPMorgan, RBS, and UBS AG ("UBS") on behalf of traders of Swiss Franc LIBOR-Based Derivatives. ECF No. 1. The original complaint named one representative plaintiff: Sonterra Capital Master Fund, Ltd. ("Sonterra"). Prior to the filing of this initial complaint, Fund Liquidation Holdings LLC ("FLH") had received assignments of claims and irrevocable powers of attorney from Sonterra. Sonterra then later dissolved. ECF No. 358.

On June 19, 2015, Plaintiffs filed their First Amended Complaint ("FAC"), adding Defendants Credit Suisse AG, Bluecrest Capital Management, LLP ("Bluecrest"), Deutsche Bank, and certain Plaintiffs.³ ECF No. 36. On August 18, 2015, Defendants Credit Suisse, Deutsche Bank, JPMorgan, RBS, and UBS moved to dismiss on personal jurisdiction grounds, and for failure to state a claim and for lack of subject matter jurisdiction. ECF Nos. 63-64, 73. That same day, Defendant Bluecrest Capital Management, LLP ("Bluecrest") also filed a motion to dismiss on personal jurisdiction grounds, and for failure to state a claim, and other grounds. ECF Nos. 74-75.

On January 30, 2017, while the motion to dismiss the FAC was pending, Plaintiffs and JPMorgan reached a settlement in principle and executed a binding term sheet. On June 2, 2017, Plaintiffs and JPMorgan finalized a settlement agreement. ECF No. 151-1.

On August 16, 2017, the Court issued an Order preliminarily approving Plaintiffs' Settlement with JPMorgan. ECF No. 159.

On September 25, 2017, the Court dismissed without prejudice the FAC and granted Plaintiffs leave to file an amended complaint. ECF No. 170. The Court held that: (1) plaintiffs failed to state a claim upon which relief could be granted; and (2) the Court lacked personal jurisdiction as to DB Group Services (UK) Ltd. and Bluecrest. *Id.*

On December 8, 2017, Plaintiffs filed a Second Amended Complaint ("SAC"). ECF No. 185. In the SAC, Plaintiffs added certain Plaintiffs and Defendants,⁴ and amended the pleading in response to the Court's earlier opinion. *Id.* Defendants responded by moving to dismiss on a new set of grounds, including the theory that plaintiffs lacked "capacity to sue" because FrontPoint, Sonterra, and Hunter had been dissolved, and that Plaintiffs lacked Article III standing, as well as personal jurisdiction grounds. ECF Nos. 223-28.

On April 6, 2018, the Broker Defendants filed a motion to dismiss the SAC for lack of personal jurisdiction and improper venue as to certain of the Broker Defendants, and for failure to state a claim upon which relief could be granted and lack of subject matter jurisdiction as to all Broker Defendants. ECF Nos. 254-64.

On April 16, 2018, Plaintiffs filed their opposition to Defendants' motion to dismiss the SAC for lack of personal jurisdiction and venue, arguing that Defendants purposefully availed themselves of the United States by setting up trading operations to profit from trading Swiss Franc LIBOR-Based Derivatives, and Defendants purposefully directed their manipulation and harmful effects at the United States by manufacturing and distributing price-fixed financial products in the United States market. ECF No. 268.

³ In the FAC, the following Plaintiff were added: FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Horizon Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund L.P. (collectively, "FrontPoint"), Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings LTD., HG Holdings II Ltd. (collectively "Hunter"), and Frank Divitto.

⁴ In the SAC, Plaintiffs Richard Dennis and California State Teachers' Retirement System ("CalSTRS"), and Defendants TP ICAP plc, Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, Cosmorex AG, ICAP Europe Limited, ICAP Securities USA LLC, NEX Group plc, Intercapital Capital Markets LLC, Velcor SA, and Gottex Brokers SA (collectively, the "Broker Defendants") were added.

On June 4, 2018, Plaintiffs filed their oppositions to Broker Defendants' motion to dismiss the SAC, arguing that the Broker Defendants were subject to specific personal jurisdiction because they purposefully availed themselves of the forum and directed harmful effects to the forum, and that Plaintiffs' claims should be sustained as they have Article III and antitrust standing, and alleged plausible antitrust and RICO claims. ECF Nos. 295-97.

On September 16, 2019, the district court issued its opinion granting Defendants' motions to dismiss the SAC. ECF No. 358. The Court held that Sonterra did not have Article III standing to initiate the case because it did not exist at the time of filing. Further, the Court held that substitution of a new class representative with standing to sue would not cure the lack of subject matter jurisdiction. *Id.*

On October 16, 2019, Plaintiffs filed a Notice of Appeal of the Court's September 16, 2019 decision. ECF No. 362. Pursuant to the U.S. Court of Appeals for the Second Circuit's decision to vacate the judgment of the district court and remand for further proceedings in a separate appeal, *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.) ("*SIBOR*"), which related to Plaintiffs' appeal in this Action, on September 21, 2021, the Second Circuit issued a decision vacating the Court's September 16, 2019 opinion and remanding the case for further proceedings. ECF No. 367. The parties agreed that the *SIBOR* decision rendered the full litigation of Plaintiffs' appeal unnecessary, but they did not agree on any further consequences that the *SIBOR* decision should have on this Action. *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.), ECF No. 85 (June 24, 2021).

On February 11, 2022, Representative Plaintiffs filed a letter to the Court regarding additional settlements reached with Credit Suisse, Deutsche Bank and RBS. ECF No. 373. On June 29, 2022, Representative Plaintiffs moved for preliminary approval of the settlements with Deutsche Bank and RBS, and an order directing notice of these Settlements and the earlier JPMorgan Settlement. ECF No. 382. On July 13, 2022, Representative Plaintiffs moved for preliminary approval of the settlement with Credit Suisse. ECF No. 389.

On November 23, 2022, Plaintiffs filed their Third Amended Complaint. ECF No. 403. The non-Settling Defendants filed their motion to dismiss the TAC on January 27, 2023. ECF Nos. 414, 416-22.

The Court granted preliminary approval of the Credit Suisse, Deutsche Bank, and RBS Settlements and authorized the issuance of notice for these Settlements and the JPMorgan Settlement on February 15, 2023. ECF Nos. 426-29.

On March 13, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with ICAP. ECF No. 430. The Court granted preliminary approval of the ICAP Settlement on March 31, 2023. ECF No. 440.

On May 11, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with the Settling Brokers. ECF Nos. 452-56. The Court granted preliminary approval of the Settlement with the Settling Brokers on May 16, 2023. ECF No. 457.

6. Why Are There Settlements?

Representative Plaintiffs and Lead Counsel believe that Class Members have been damaged by Defendants' conduct. The Settling Defendants believe that they have meritorious defenses to Representative Plaintiffs' allegations and believe that Representative Plaintiffs' claims would have been rejected prior to trial, at trial (had Representative Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, Settling Defendants believe that Representative Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Representative Plaintiffs or Defendants. Instead, Lead Counsel engaged in negotiations with each Settling Defendant to reach a negotiated resolution of the claims against the Settling Defendant in the Action. The Settlements allow both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Representative Plaintiffs and Lead Counsel believe the Settlements are in the best interest of all Class Members.

The Settling Defendants have agreed to pay a total of \$73,950,000 in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Net Settlement Fund will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and will continue against all other Defendants. If the Settlements are not approved, all Defendants (including the Settling Defendants) will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

7. How Do The Settlements Affect The Claims Against Defendants Other Than Settling Defendants?

Representative Plaintiffs' claims (or potential claims) against the non-settling Defendants will continue to be litigated, whether or not the Settlements are approved. The Court's approval of the Settlements or certification of the Settlement Class in connection with the Settlements will have no impact on the Court's rulings in the litigation against the non-settling Defendants.

WHO GETS MONEY FROM THE SETTLEMENTS

8. How Do I Know If I Am A Class Member?

In the Preliminary Approval Orders, the Court preliminarily approved the following Settlement Class:

ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD FROM JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD").

Not everyone who fits this description will be a Class Member. Please see question 9 for a discussion of exclusions from the Settlement Class.

9. Are There Exceptions To Being Included In The Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator (whether or not that co-conspirator was named as a Defendant). In addition, the United States government is excluded from 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. Under no circumstances may any Defendant (or any of their direct or indirect parents, subsidiaries, affiliates, or divisions) receive a distribution for its own account from the Settlement Fund through an Investment Vehicle.

For purposes of the Settlements, the term "Investment Vehicle" means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

10. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-914-4639 toll-free (if calling from outside the United States or Canada, call 1-503-994-1396) or visit the Settlement Website, www.swissfrancliborclassactionsettlement.com, for more information.

THE SETTLEMENT BENEFITS

11. What Do The Settlements Provide?

The Settling Defendants have agreed to pay a total \$73,950,000 (Credit Suisse: \$13,750,000; Deutsche Bank: \$13,000,000; JPMorgan: \$22,000,000; RBS: \$21,000,000; ICAP: \$2,100,000; TP ICAP: \$2,100,000) to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses if the Settlements are approved. The Settlements give the Settling Defendants the right to terminate the Settlements in the event that the volume of Swiss Franc LIBOR-Based Derivatives transacted by Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain percentage.

These are not claims-made settlements, and the Settling Defendants are not involved in the development of the Distribution Plan for the Settlements. The Settlements do not provide for a reversion of any Settlement Funds to Settling Defendants. The Net Settlement Funds will be distributed to Settling Class Members to the fullest extent possible.

12. How Will I Get A Payment?

If you are a Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Funds. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern time on **October 27, 2023 OR** postmarked by **October 27, 2023** and mailed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a "Confirmation of Claim Receipt," which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlements.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan see question 14.

14. What Is The Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.swissfrancliborclassactionsettlement.com. Changes, if any, to the Distribution Plan based on newly available data or information or any Court order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** to decide whether to approve the Settlements and Distribution Plan. Even if the Court approves the Settlements and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Lead Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against the Settling Defendants and/or any of the Released Parties. Upon the Effective Date of the Settlements, Representative Plaintiffs and each of the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

Although the releases in the Settlement Agreements are not general releases, the releases do constitute a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code.

Settling Class Members shall be deemed to 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 the Settlement 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.

The capitalized terms used in this paragraph are defined in the Settlement Agreements, Preliminary Approval Orders, or this Notice. For easy reference, certain of these terms are copied below.

With respect to the Settlement Agreement with Credit Suisse:

- “Released Parties” means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Credit Suisse.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund,

L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in the Action other than Credit Suisse; (iii) any claims against interdealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of interdealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with Deutsche Bank:

- “Released Parties” means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Deutsche Bank.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common

control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims against the named Defendants in the Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with JPMorgan:

- “Released Parties” means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than JPMorgan.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on

behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees’ conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to the Settlement Agreement with RBS:

- “Released Parties” means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than RBS.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).
- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated),

whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961- 1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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.

With respect to the Settlement Agreement with ICAP:

- "Released Parties" means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG, with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc).
- "Releasing Parties" means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund,

L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

With respect to the Settlement with Settling Brokers:

- “Released Parties” means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers), shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member

on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers’ employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

18. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlements. You will be bound by past and any future Court rulings, including rulings on the Settlements and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Defendants or any of the other Released Parties on the basis of the Released Claims. Please see question 17 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENTS**19. What If I Do Not Want To Be In The Settlement Class?**

If you are a Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is also sometimes referred to as “opting out” of a class. *See* question 20.

If you act to exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Lead Counsel will no longer represent you with respect to any claims against the Settling Defendants.

If you want to receive money from the Settlements, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlements.

20. How Do I Exclude Myself From The Settlement Class For The Settlements?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class 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) or delivered so that it is received by **August 23, 2023**, to:

Swiss Franc LIBOR Class Action Settlement - EXCLUSIONS
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

and (a) state the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); and (c) provide one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative.

With respect to the kinds of documents that are requested under subsection (c) in the preceding paragraph, any Class Member seeking to exclude himself, herself or itself from the Settlement Class will be requested to provide document(s) evidencing eligible trading in Swiss Franc LIBOR-Based Derivatives during the Class Period (for each transaction, the date, time and location of the transaction, the instrument type, direction (*i.e.*, purchase or sale) of the transaction, the counterparty, any transaction identification numbers, and the total amount transacted (in Swiss francs) (CHF)). Any Request for Exclusion must be signed by such Person or entity requesting the exclusion or an authorized representative and include proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The Parties may seek leave of the Court to ask any Person or entity that seeks to be excluded from the Settlements to provide documents sufficient to prove membership in the Settlement Class.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the Person or entity filing such an invalid request shall be a Class Member and shall be bound by the Settlements, if approved.

All Persons or entities who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlements, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlements. In addition, such Persons or entities will not be entitled to object to the Settlements or participate at the Fairness Hearing.

21. If I Do Not Exclude Myself, Can I Sue The Settling Defendants And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and the other Released Parties for the Released Claims that the Settlements resolve. If you decide to exclude yourself from the Settlements, your decision will apply to the Settling Defendants and the other Released Parties.

22. If I Exclude Myself, Can I Get Money From The Settlements?

No. You will not get any money from the Settlements if you exclude yourself.

23. If I Exclude Myself From The Settlements, Can I Still Object?

No. If you exclude yourself, you are no longer a Class Member and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS**24. How Do I Tell The Court What I Think About The Settlements?**

If you are a Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlements. You can object to all or any part of the Settlements, Distribution Plan, and/or application for attorneys' fees, reimbursement of litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the Southern District of New York a notice of appearance and your written objection, and serving copies of your written objection on Lead Counsel and the Settling Defendants' counsel such that your written objection is received by **August 23, 2023** to the following addresses:

<i>Lead Counsel (Class Counsel)</i>
Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601

<i>Settling Defendants' Counsel</i>	
Joel Kurtzberg Cahill Gordon & Reindel LLP 32 Old Slip New York, NY 10005 <i>Counsel for Credit Suisse</i>	Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 <i>Counsel for Deutsche Bank</i>
Alan C. Turner Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 <i>Counsel for JPMorgan Chase & Co.</i>	David S. Lesser King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, NY 10036 <i>Counsel for RBS</i>
Shari Brandt Perkins Coie LLP 1155 Avenue of the Americas New York, NY 10036 <i>Counsel for ICAP and Settling Brokers</i>	

Any Class Member who does not enter an appearance will be represented by Lead Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the name, address, telephone number, and email address of the Person or entity objecting and must be signed by the Class Member (an attorney's signature is not sufficient); (ii) the name of the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); (iii) a statement of your objection or objections, and the specific reasons for each objection, including any legal and evidentiary support you wish to bring to the Court's attention; (iv) whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove your membership in the Settlement Class, including a description of the Swiss Franc LIBOR-Based Derivatives

transactions you entered into that fall within the Settlement Class definition; (vi) a statement of whether you intend to participate at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and email address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Fairness Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available for a deposition by any Party to take place within the Court's federal district in New York or in the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your written objection, your views will not be considered by the Court. Check the Settlement Website, www.swissfrancliborclassactionsettlement.com for updates on important dates and deadlines relating to the Settlements.

25. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlements. You can object to the Settlements only if you remain a Class Member and do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlements because it no longer affects you.

THE LAWYERS REPRESENTING YOU

26. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfrancliborsettlement@lowey.com

These lawyers are called Lead Counsel (or Class Counsel). Lead Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Lead Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. How Will The Lawyers Be Paid?

To date, Lead Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlements provide that Lead Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Lead Counsel will move for an award of no more than \$20,706,000 in attorneys' fees, which is 28% of the Settlement Fund, plus payment of litigation expenses and costs not to exceed \$750,000, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Lead Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case. Representative Plaintiffs may also seek Incentive Awards from the Settlement Fund of up to \$300,000 in the aggregate.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by **August 9, 2023**. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

28. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** from the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan U.S. Courthouse, located at 500 Pearl Street, New York, NY 10007. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

29. Do I Have To Participate At The Fairness Hearing?

No. Lead Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you send an objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

30. May I Speak At The Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Lead Counsel and Settling Defendants' counsel at the addresses set forth in question 24, such that they are received no later than **August 23, 2023**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Lead Counsel.

GETTING MORE INFORMATION

31. How Do I Get More Information?

The Court has appointed Epiq as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlements and processing Claim Forms.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Distribution Plan, which are available for your review at the Settlement Website, www.swissfranciborclassactionsettlement.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396) or write to the Settlement Administrator at:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current information to the Settlement Administrator at the address/email set forth above in the event the Settlement Administrator needs to contact you.

*****Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information about the Settlements.*****

DATED: JUNE 16, 2023

BY ORDER OF THE COURT

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

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

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 15-cv-00871 (SHS)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period from January 1, 2001 through December 31, 2011 (the “Class Period”), you may be eligible to receive a payment from the settlements reached between Representative Plaintiffs and Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); Gottex Brokers SA (“Gottex”); and Velcor SA (“Velcor” and collectively with Credit Suisse, Deutsche Bank, ICAP, JPMorgan, RBS, TP ICAP, and Gottex, the “Settling Defendants”) totaling \$73,950,000 in the above-captioned case.

2. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

3. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.

4. Unless otherwise defined herein, all capitalized terms contained in this proof of claim and release (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Representative Plaintiffs and the respective Settling Defendants, which are available at www.SwissFrancLIBORClassActionSettlement.com (the “Settlement Website”).

5. It is important that you read the Notice that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the Release and Covenant Not to Sue described in the Notice under the heading “What Am I Giving Up To Receive A Payment?” and provided for in the Settlement Agreement.

6. To be eligible to receive a payment from the Net Settlement Funds, you must submit a timely and valid Claim Form along with the required data and/or information described in Parts II through IV below. **To be considered timely, your Claim Form must be submitted online at www.SwissFrancLIBORClassActionSettlement.com by 11:59 p.m. Eastern Time on October 27, 2023 OR postmarked and mailed by the Settlement Administrator no later than October 27, 2023 to:**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

Do not submit your claim to the Court.

If you are unable to submit the required data as described below at Parts II through IV, you should call the Settlement Administrator for further instructions.

7. As described in Parts III and IV below, you are required to submit additional information about your transactions in Swiss Franc LIBOR-Based Derivatives as part of your Claim Form to be submitted to the Settlement Administrator.

8. Your payment amount will be determined based on the Settlement Administrator's review of your Claim Form and calculated pursuant to the Distribution Plan that the Court approves. Submission of a Claim Form does not guarantee that you will receive a payment from the Settlement. For more information, please refer to the Notice and Distribution Plan available at the Settlement Website.

9. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of only one legal entity.

10. If you have questions about submitting a Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator.

11. **NOTICE REGARDING ELECTRONIC FILES:** All claimants **MUST** also submit a signed paper Proof of Claim which can be uploaded via the Settlement Website or emailed to the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com. All Claimants are also directed to submit their transaction data using the Electronic Template which can be found on the Settlement Website at www.SwissFrancLIBORClassActionSettlement.com. If you are unable to submit your claim electronically, you must contact the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com to request a paper version of the transaction template. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the claimant an email of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Settlement Administrator's electronic filing department at info@SwissFrancLIBORClassActionSettlement.com to inquire about your file and confirm it was received.**

II. CLAIMANT IDENTIFICATION

The Settlement Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please notify the Settlement Administrator in writing. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the Claimant, you must list the beneficial owner's information below and attach documentation showing your authority to act on behalf of Claimant.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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Section A – Claimant Information

Beneficial Owner's First Name

MI

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

ZIP Code/Postal Code

Province/Region (if outside U.S.)

Country

Claimant Tax ID (For most U.S. Claimants, this is their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. Claimants, enter a comparable government-issued identification number.)

Telephone Number (home or cell)

Telephone Number (work)

Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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and Mailed No Later Than October 27, 2023.

Section B – Authorized Representative Information

Name of the person you would like the Settlement Administrator to contact regarding this claim (if different from the Claimant name listed above)

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number (home or cell)	Telephone Number (work)	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Address 1 (street name and number)		
<input type="text"/>		
Address 2 (apartment, unit or box number)		
<input type="text"/>		
City	State	ZIP Code/Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>
Province/Region (if outside U.S.)		
<input type="text"/>		
Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)		
<input type="text"/>		

III. REQUIREMENTS FOR CLAIM SUBMISSION

1. YOU MUST SUBMIT YOUR CLAIM FORM ELECTRONICALLY IN THE REQUIRED FORMAT

Claimants must electronically submit their Claim Forms online at www.SwissFrancLIBORClassActionSettlement.com by **11:59 p.m. Eastern Time on October 27, 2023** OR mail the Claim Forms to the Settlement Administrator at Swiss Franc LIBOR Class Action Settlement, c/o Epiq, P.O. Box 5585, Portland, OR 97228-5585 so they **are postmarked and mailed no later than October 27, 2023**. Claim Forms must be submitted in the format specified in this Claim Form or posted by the Settlement Administrator on the Settlement Website.

- a. Along with your Claim Form, you are required to submit the details of your transactions in Swiss Franc LIBOR-Based Derivatives reflected in Part IV, below. A Data Template, including the information you must provide about your transactions in Swiss Franc LIBOR-Based Derivatives is available at the Settlement Website.
- b. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.
- c. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.
- d. The Settlement Class Period is January 1, 2001 through December 31, 2011.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

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2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE SETTLEMENT ADMINISTRATOR.

If contacted by the Settlement Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Settlement Administrator in the future:

- a. Transaction data from your bank, broker, or internal trade system;
- b. Bank confirmations by individual trade;
- c. Bank transaction reports or statements;
- d. Trading venue transaction reports or statements;
- e. Prime broker reports or statements;
- f. Custodian reports or statements;
- g. Daily or monthly account statements or position reports;
- h. Email confirmations from counterparty evidencing transactions;
- i. Bloomberg confirmations or communications evidencing transactions; and/or
- j. Other documents evidencing transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period.

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 following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, www.SwissFrancLIBORClassActionSettlement.com.

For all Swiss Franc LIBOR-Based Derivatives traded on a futures exchange (LIFFE Euro Swiss franc futures contracts and CME Swiss franc currency futures contracts), if requested, please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any LIFFE Euro Swiss franc futures contracts or CME Swiss franc currency 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.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives transactions. Having data and documentation may be important to substantiating your Claim Form.

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

IV. TRANSACTION DATA REQUIREMENTS

a. TRANSACTIONS IN SWISS FRANC LIBOR-BASED DERIVATIVES

Provide the following information only if you entered into transactions in Swiss Franc LIBOR-Based Derivatives from January 1, 2001 through December 31, 2011. Do not include information regarding instruments other than Swiss Franc LIBOR-Based Derivatives and do not include transactions in Swiss Franc LIBOR-Based Derivatives in which you acquired the instrument as an agent for another individual or entity.

1. Provide all brokers or nominees at which you maintained accounts in which you traded or held in Swiss Franc LIBOR-Based Derivatives.
2. Please provide a list of all account names and account numbers for each entity you listed in response above in which you traded or held Swiss Franc LIBOR-Based Derivatives.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

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b. **SWAPTIONS, FRAS, AND SWAPS WITH A CONSTANT NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each swaption, FRA, and/or swap with a constant notional value that was purchased, sold, held, or traded during the Class Period, provide the following information for each transaction.

1. Transaction Type (e.g., swap, swaption, FRA)
2. Trade Date (mm/dd/yyyy)
3. Exit Date (if applicable)
4. Applicable Rate and Duration (Tenor)
5. Notional Value (in CHF) for Interest Payment
6. Frequency of Reset Dates
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

c. **SWISS FRANC LIBOR-BASED INTEREST RATE SWAPS WITH A VARIABLE NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each purchase or sale of a swap whose notional value fluctuated during the contract period, provide the following information for each interest payment for each transaction during the Class Period. **If necessary, please add additional rows to reflect all interest payments associated with the transaction. For example, if there were ten interest payments for a particular transaction, list the dates of all ten interest payments, the notional value (in CHF) on which each interest payment was calculated, and the amount of each interest payment:**

1. Swap Transaction Type
2. Swap Trade Date (mm/dd/yyyy)
3. Date of Interest Payment (mm/dd/yyyy)
4. Amount of Interest Payment (in CHF)
5. Notional Value (in CHF) for Interest Payment
6. Reference Interest Rate and Tenor
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

d. **PURCHASE(S) AND SALE(S) OF FX FORWARDS DURING THE CLASS PERIOD**

For a purchase or sale of a foreign exchange ("FX") forward, provide the following information for each transaction:

1. Transaction Type (e.g., FX forward)
2. Trade Date (mm/dd/yyyy)
3. Notional Value (in CHF)
4. Date Position Opened (mm/dd/yyyy)
5. Date Position Closed (mm/dd/yyyy)
6. Notional Amount of Corresponding Currency
7. Day-Count Convention
8. Location of Transaction
9. Counterparty Name
10. Broker Name (if applicable)

e. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS PRIOR TO THE START OF THE CLASS PERIOD**

As of end of the day on December 31, 2000, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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1. Contract Futures Identifier (Swiss franc currency futures or Euro Swiss franc futures)
2. Exchange (CMS or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

f. **PURCHASE(S) AND SALE(S) IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS DURING THE CLASS PERIOD**

During the Class Period, for a purchase or sale of a CME Swiss franc currency futures contract or a LIFFE Euro Swiss franc 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Trade Date (mm/dd/yyyy)
4. Contract Month/Year
5. Number of Contracts Traded
6. Transactions Price
7. Transaction Type (Open / Close)
8. Position (Long / Short)
9. Brokerage Firm, Location & Account in Which Transaction Was Made

g. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS AT THE END OF THE CLASS PERIOD**

As of end of the day on December 31, 2011, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

It is important that you accurately disclose all transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period. Plaintiffs' Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

V. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION A: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES ON CLAIMANT'S BEHALF AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the Release and Covenant Not to Sue provided for in the Settlement Agreements;
2. I (we) am (are) a Class Member and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions submitted with this Claim Form for myself (ourselves) and not as

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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agents of another, and have not assigned my (our) Released Claims to another;

5. I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to the release or any other part or portion thereof;

6. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;

7. I (we) hereby consent to the disclosure of, waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to, and instruct Settling Defendants or any authorized third party to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process;

8. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgment that may be entered in the Action;

9. I (we) agree to furnish such additional information with respect to this Claim Form as the Settlement Administrator or the Court may require; and

10. I (we) acknowledge that I (we) will be bound by and subject to the terms of the Judgment that will be entered in the Action if the Settlement is approved.

11. I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

SECTION B: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the Settlement, pursuant to the terms set forth in the Settlement Agreement, and by operation of law and the Final Judgment, I (we) shall be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties (as defined in the Settlement Agreement and/or Final Judgment).

By signing and submitting this Claim Form, I (we) consent to the disclosure of information relating to my (our) transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period, and waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to information and transaction data relating to my (our) trades, for use in the claims administration process.

If signing as an Authorized Representative on behalf of an entity, I (we) certify that I (we) have legal rights and authorization from the entity to file this Claim Form on the entity's behalf.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Claimant is an individual filing on his or her own behalf)

Date: - -
MM DD YYYY

Print Name of Claimant (if Claimant is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date: - -
MM DD YYYY

Print Name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual (e.g., trustee, executor, administrator, custodian, or other nominee))

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON OCTOBER 27, 2023 OR POSTMARKED AND MAILED NO LATER THAN OCTOBER 27, 2023 TO:

**Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENTS WITH JPMORGAN CHASE & CO., NATWEST MARKETS PLC (F/K/A THE ROYAL BANK OF SCOTLAND PLC), DEUTSCHE BANK AG, DB GROUP SERVICES (UK) LTD., CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, NEX GROUP PLC, NEX INTERNATIONAL LIMITED (F/K/A ICAP PLC), ICAP CAPITAL MARKETS LLC (N/K/A INTERCAPITAL CAPITAL MARKETS LLC), ICAP SECURITIES USA LLC, ICAP EUROPE LIMITED, TP ICAP PLC (F/K/A TULLETT PREBON PLC AND N/K/A TP ICAP FINANCE PLC), TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, GOTTEX BROKERS SA, AND VELCOR SA

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INTRODUCTION

Pursuant to the orders preliminarily approving the class action settlements (the “Settlements”) in this Action (ECF Nos. 159, 426, 428, 429, 440, 457) (the “Preliminary Approval Orders”), the Order Modifying Approved Notice Plan and Scheduled Hearing for Final Approval of Settlements (ECF No. 458) (the “Notice Order”), and FED. R. CIV. P. 23, Plaintiffs¹ respectfully submit this memorandum of law in support of their motion seeking final approval of their proposed Settlements with (1) JPMorgan Chase & Co. (“JPMorgan”); (2) NatWest Markets plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); (3) Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); (4) Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); (5) NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (collectively, “ICAP”), and (6) TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (together, “TP ICAP”), Gottex Brokers SA (“Gottex”), and Velcor SA (“Velcor” and, collectively with TP ICAP and Gottex, the “Settling Brokers”),² final certification of the Settlement Class in connection with these Settlements, and approval to apply the proposed Distribution Plan to the Settlements.

¹ Plaintiffs are California State Teachers’ Retirement System, Richard Dennis, and Fund Liquidation Holdings LLC. Unless noted, ECF citations are to the docket in this Action and internal citations and quotation marks are omitted.

² JPMorgan, RBS, Deutsche Bank, Credit Suisse, ICAP, and the Settling Brokers are collectively referred to as the “Settling Defendants”. The Stipulations and Agreements of Settlement as to the Settling Defendants (the “Settlement Agreements”) are attached to the declarations of Vincent Briganti previously filed in this Action. *See* ECF Nos. 151-1 (the “JPMorgan Settlement Agreement”), 384-1 (the “RBS Settlement Agreement”), 385-2 (the “Deutsche Bank Settlement Agreement”), 391-1 (the “Credit Suisse Settlement Agreement”), 432-1 (the “ICAP Settlement Agreement”), and 454-1 (the “Settling Brokers Settlement Agreement”). Unless otherwise defined, capitalized terms in this memorandum of law have the same meaning as in the Settlement Agreements.

This Court has preliminarily approved the six Settlements reached in this Action between Plaintiffs and: (1) JPMorgan in the amount of \$22,000,000 (the “JPMorgan Settlement”); (2) RBS in the amount of \$21,000,000 (the “RBS Settlement”); (3) Deutsche Bank in the amount of \$13,000,000 (the “Deutsche Bank Settlement”); (4) Credit Suisse in the amount of \$13,750,000 (the “Credit Suisse Settlement”); (5) ICAP in the amount of \$2,100,000 (the “ICAP Settlement”); and (6) Settling Brokers in the amount of \$2,100,000 (the “Settling Brokers Settlement”).³ If finally approved, these six Settlements will recover a total of **\$73,950,000** in non-reversionary all-cash payments for the benefit of the Class and would resolve all claims against the Settling Defendants in this Action.

Following the Court’s entry of the Order Preliminarily Approving the Class Action Settlement with Settling Brokers and the Notice Order on May 16, 2023 (ECF Nos. 457-58), Class Counsel implemented the comprehensive notice plan approved by the Court to apprise potential Class Members of their rights and options under the Settlements. The Class Notice plan, filed as Exhibit 2 to the March 13, 2023 Declaration of Vincent Briganti (ECF No. 432-2) is broad and included (1) direct mail of the Class Notice to potential Class Members; (2) a media plan that encompasses publication notice, an internet notice campaign, and a press release; (3) a Settlements website to provide key dates, documents and information for potential Class Members; and (4) a toll-free telephone number and interactive voice response system to accommodate inquiries from potential Class Members. The present motion is being filed before the deadline to object or opt out of the Settlements. Nevertheless, to date, there are no objections to the Settlements, Class Counsel’s request for attorneys’ fees and expenses, and Plaintiffs’ request for incentive awards, and no opt-out requests. Notably, Class Counsel’s request for an attorneys’ fee award of

³ See ECF Nos. 159, 426, 428-29, 440, 457.

\$19,237,500 (approximately 26.01% of the Settlement Fund) and reimbursement of \$342,926.76 in expenses is consistent with the Class Notice, which advised that Class Counsel may move for an attorneys' fee up to \$20,706,000 (28%), and reimbursement of expenses up to \$750,000. *See* Declaration of Vincent Briganti dated August 9, 2023 ("August 2023 Briganti Decl."), ¶ 6. Plaintiffs will separately address any objections in accordance with the schedule set by the Court in the Notice Order. The Class's favorable reaction to the Settlements validates that this Court should finally approve them.

For the same reasons detailed in Plaintiffs' briefs in support of their motions for preliminary approval of the Settlements (*see* ECF Nos. 150, 383, 390, 431, 453) and as discussed below, the Settlements are fair, reasonable, and fully satisfy the requirements for final approval under FED. R. CIV. P. 23. The Settlements are procedurally fair, as Plaintiffs and Class Counsel are adequate representatives for the Settlement Class, and the Settlements resulted from hard-fought arm's length negotiations with each of the Settling Defendants. The terms of the Settlements with the Settling Defendants are substantively fair, providing considerable relief to eligible Class Members in the form of a \$73,950,000 cash Settlement Fund, and valuable cooperation to allow Class Counsel to continue to litigate on behalf of the Class against the remaining non-settling Defendant.

When the Court preliminarily approved the Settlements, it found that it would likely be able to finally approve the Settlements and certify the Settlement Class. The evidence in support of the Court's preliminary determination has only strengthened following notice of the Settlements to the Class. As described herein, the Settlements are in the best interest of the Class. Plaintiffs respectfully request that the Court grant final approval of the Settlements, approve the application of the Distribution Plan to the Settlements, finally certify the Settlement Class, and enter Final

Judgments dismissing the claims against Settling Defendants with prejudice on the merits, in the form of the proposed orders and judgments filed herewith.

ARGUMENT

I. THE SETTLEMENTS MEET THE REQUIREMENTS FOR FINAL APPROVAL UNDER RULE 23(e)(2)

A. The Final Approval Standard

Public policy favors the resolution of class actions through settlement. *Bano v. Union Carbide Corp.*, 273 F.3d 120, 129-30 (2d Cir. 2001); *see also In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 455 (S.D.N.Y. 2004). “[C]ourts encourage early settlement of class actions, when warranted, because early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere.” *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 474-75 (S.D.N.Y. 2013).

Under Rule 23, the Court may approve the settlement upon a showing that the settlement is “fair, reasonable, and adequate” FED. R. CIV. P. 23(e)(2) (2018). The settlement should be approved if it is shown that both process for reaching the settlement and the substance of the settlement are fair. *Cf. In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 28-30 (E.D.N.Y. 2019) (“*Payment Card*”) (analyzing the Rule 23(e)(2) standards to be applied at both preliminary and final approval). The rule sets out a number of factors to guide the Court’s analysis, with the factors in Rule 23(e)(2)(A) and (B) focusing on procedural fairness and those in Rule 23(e)(2)(C) and (D) focusing on substantive fairness. The factors in amended Rule 23(e) complement the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (“*Grinnell*”), which courts in this Circuit have long used to assess the fairness of a class settlement. *See, e.g., In re Citigroup Inc. Sec. Litig.*, 965 F. Supp. 2d 369, 381-84 (S.D.N.Y. 2013).

B. The Settlements Are Procedurally Fair

To assess procedural fairness, Rule 23(e)(2) requires the Court to find that “the class representatives and class counsel have adequately represented the class [and] the proposal was negotiated at arm’s length.” *In re Austrian and German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 173-74 (S.D.N.Y. 2000), *aff’d sub nom., D’Amato v. Deutsche Bank*, 236 F.3d 78 (2d Cir. 2001). Those criteria have been satisfied.

1. The Class has been adequately represented

Adequate representation under Rule 23(e)(2)(A) (and 23(a)(4))⁴ requires that the “interests . . . served by the Settlement [are] compatible with” those of settlement class members. *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 110 (2d Cir. 2005) (“*Wal-Mart Stores*”). This is met when the class representative’s interests are not antagonistic to those of the class and their chosen counsel is qualified, experienced, and able to conduct the litigation. *See In re Currency Conversion Fee Antitrust Litig.*, 264 F.R.D. 100, 111-12 (S.D.N.Y. 2010); *Wal-Mart Stores*, 396 F.3d at 106-07 (adequate representation is established “by showing an alignment of interests between class members, not by proving vigorous pursuit of that claim.”).

Plaintiffs’ interests are aligned with those of the Settlement Class since all suffered injuries due to transacting in a non-competitive Swiss Franc LIBOR-Based Derivatives market during the Class Period, and all seek to obtain the largest possible monetary recovery due to Settling Defendants’ alleged manipulation of those products. The impact of Defendants’ alleged misconduct would have been felt market wide, causing members of the Class, including Plaintiffs, to pay more or receive less for their Swiss Franc LIBOR-Based Derivatives transactions than they

⁴ Courts analyze the adequacy of representation requirement of Rule 23(e)(2)(A) using the same considerations for representative adequacy under Rule 23(a)(4). *See Payment Card*, 330 F.R.D. at 30 n.25 (“This adequate representation factor [under Rule 23(e)(2)(A)] is nearly identical to the Rule 23(a)(4) prerequisite of adequate representation in the class certification context. As a result, the Court looks to Rule 23(a)(4) case law to guide its assessment of this factor.”); *see also In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 701 (S.D.N.Y. 2019).

would have in a competitive marketplace. Further, there are no conflicting interests among Plaintiffs and the Settlement Class that would impede Plaintiffs' ability to act in the best interest of the Class. *See Wal-Mart Stores, Inc.*, 396 F.3d at 110–11 (class representatives are adequate if their injuries encompass those of the class they seek to represent); *In re Air Cargo Shipping Servs. Antitrust Litig.*, No. 06-MD-1175 (JG) (VVP), 2014 WL 7882100, at *34 (E.D.N.Y. Oct. 15, 2014) (“Even if there was a conflict [relating to the assignment of recovery rights] (and there is not), it would under no conceivable circumstances be so ‘fundamental’” to cause class representatives to be inadequate), *report and recommendation adopted*, 2015 WL 5093503 (E.D.N.Y. July 10, 2015).

Class Counsel has diligently represented the Class by, *inter alia*: (i) conducting a thorough pre-filing investigation; (ii) drafting the initial and amended complaints; (iii) opposing Defendants' multiple motions to dismiss; (iv) successfully appealing the dismissal of the Action; (v) negotiating the six Settlements with Settling Defendants; and (vi) developing the proposed Distribution Plan. Class Counsel were well informed about the strengths and weaknesses of the claims and defenses presented in this Action. Both before and during settlement negotiations with Settling Defendants, Class Counsel closely reviewed and analyzed the documents and information obtained throughout the course of Class Counsel's extensive investigation, including: (i) regulatory settlements and filings; (ii) publicly available information relating to the conduct alleged in Plaintiffs' complaints; (iii) settlement cooperation provided by Settling Defendants; (iv) expert and industry research regarding Swiss franc LIBOR and Swiss Franc LIBOR-Based Derivatives; and (v) prior decisions of this Court and others deciding similar issues. *See, e.g.*, August 2023 Briganti Decl. ¶¶ 10-84, 87-91. Their conduct in this Action alone is sufficient to demonstrate Class Counsel's qualifications and ability to prosecute the case.

In addition, the firm serves as lead or co-lead counsel in at least seven class actions (including this one) bringing antitrust and/or Commodity Exchange Act claims against financial institutions for the manipulation of global benchmark interest rates. *See Laydon v. Mizuho Bank, Ltd.*, No. 12-cv-3419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 15-cv-5844 (GBD) (S.D.N.Y.) (involving the London Interbank Offered Rate (“LIBOR”) for Japanese Yen (“Yen-LIBOR”) and the Tokyo Interbank Offered Rate (“Euroyen TIBOR”)); *Sullivan v. Barclays plc*, No. 13-cv-2811 (PKC) (S.D.N.Y.) (involving the Euro Interbank Offered Rate (“Euribor”)); *Dennis, et al. v. JPMorgan Chase & Co., et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (involving the Australian Bank Bill Swap Rate (“BBSW”)); *Fund Liquidation Holdings LLC, et al. v. Citibank, N.A., et al.*, No. 16-cv-05263 (AKH) (S.D.N.Y.) (involving the Singapore Interbank Offered Rate (“SIBOR”) and the Singapore Swap Offer Rate (“SOR”)); *Sonterra Capital Master Fund Ltd., et al. v. Barclays Bank PLC, et al.*, No. 15-cv-03538 (VSB) (S.D.N.Y.) (involving Sterling LIBOR). August 2023 Briganti Decl. ¶ 45. In the Euroyen, Euribor, BBSW and SIBOR/SOR litigations, Lowey has obtained substantial court-approved settlements totaling approximately \$1,200,000,000 and has achieved additional settlements pending approval in the Euribor case, as well as in the Sterling LIBOR litigation. *See, e.g., Sullivan v. Barclays plc*, No. 13-cv-2811 (PKC) (S.D.N.Y.) ECF Nos. 424, 498, 548, 564; *Laydon v. Mizuho Bank, Ltd.*, No. 12-cv-3419 (S.D.N.Y.), ECF Nos. 720, 838, 891, 1013-14, 1101-03; *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) ECF Nos. 603, 605, 612-15, 617-18; *Sonterra Capital Master Fund Ltd., et al. v. Barclays Bank PLC, et al.*, No. 15-cv-03538 (VSB) (S.D.N.Y.), ECF Nos. 266, 268; *see also* Declaration of Vincent Briganti in support of Class Counsel’s Motion for Award of Attorneys’ Fees and Reimbursement of Expenses dated August 9, 2023 (“Briganti Fee Decl.”), Ex. A (Class Counsel’s firm resume), filed concurrently

herewith. Class Counsel’s extensive class action, antitrust, and benchmark manipulation litigation experience provides further compelling evidence that the Settlements are procedurally fair. *In re Currency Conversion Fee Antitrust Litig.*, 263 F.R.D. 110, 122 (S.D.N.Y. 2009) (noting the “extensive” experience of counsel in granting final approval of settlement); *Shapiro v. JPMorgan Chase & Co.*, No. 11 Civ. 8331 (CM) (MHD), 2014 WL 1224666, at *2 (S.D.N.Y. Mar. 24, 2014) (giving “great weight” to experienced class counsel’s opinion that the settlement was fair).

2. The Settlements are the product of arm’s length negotiations

Procedural fairness is presumed where a settlement is “the product of arm’s length negotiations between experienced and able counsel on all sides.” *In re Air Cargo Shipping Servs. Antitrust Litig.*, No. 06-md-1775 (JG)(VVP), 2009 WL 3077396, at *7 (E.D.N.Y. Sept. 25, 2009); *see also* FED. R. CIV. P. 23(e)(2)(B) (courts must consider whether settlement “was negotiated at arm’s length”). That presumption applies here, as the Settlements were negotiated between knowledgeable counsel on both sides. Settling Defendants were represented by some of the top law firms in the country, and their attorneys have decades of experience litigating complex class actions. These Settlements each involved lengthy negotiations in which the Parties discussed their views of the factual and legal issues in the case. Each Settlement with Settling Defendants took months if not years to negotiate. August 2023 Briganti Decl. ¶¶ 46-84. These long, hard-fought negotiations indicate that the Settlements are procedurally fair. *See, e.g., Romero v. La Revise Assocs.*, 58 F. Supp. 3d 411, 420 (S.D.N.Y. 2014) (applying the presumption of procedural fairness because the parties engaged in months of negotiations).

Class Counsel brought their considerable prior experience in complex class action litigation involving antitrust claims and benchmark manipulation (among others) to bear for the benefit of the Class. Their extensive work during the Action allowed them to develop a deep understanding of the strengths and weaknesses of Plaintiffs’ claims and undertake extensive arm’s-length

negotiations with Settling Defendants. In light of Class Counsel's tremendous investment of work and resources into the Action and the outstanding result for Settlement Class, the Settlements are entitled to a presumption of procedural fairness.

C. The Settlements Are Substantively Fair

Under Rule 23(e), the substantive fairness of a settlement is assessed by considering whether “the relief provided for the class is adequate,” in light of “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any agreement required to be identified” under FED. R. CIV. P. 23(e)(2)(C). The Court is also required to confirm that the Settlements “treat[] class members equitably relative to each other.” FED. R. CIV. P. 23(e)(2)(D). In the Second Circuit, courts also consider the factors provided in *Grinnell*, 495 F.2d at 463, which overlap with the consideration of Rule 23(e)(2)(C)-(D). *See Payment Card*, 330 F.R.D. at 29. Both the Rule 23(e)(2)(C)-(D) and *Grinnell* factors support preliminary approval of the Settlement.⁵

If the Settlements are finally approved, \$73,950,000 will be recovered from the Settling Defendants on behalf of the Settlement Class. Plaintiffs successfully negotiated with the Settling Defendants that the Settlement Amount will **not** revert, regardless of how many Class Members submit proofs of claim. *See* JPMorgan Settlement Agreement § 3; RBS Settlement Agreement § 3; Deutsche Bank Settlement Agreement § 3; Credit Suisse Settlement Agreement § 4; ICAP

⁵ The *Grinnell* factors are: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Grinnell*, 495 F.2d at 463.

Settlement Agreement § 4; Settling Brokers Settlement Agreement § 4. Because claim rates typically fall below 100%, the non-reversion term will enhance Authorized Claimants' recovery.⁶

Under the Settlement Agreements, the Settling Defendants provided cooperation that has been used to facilitate the issuance of notice. Additionally, the Settling Defendants provided or will provide cooperation that can be used to further validate the Distribution Plan (should Class Counsel consider it necessary) and inform Plaintiffs' litigation strategy against the non-settling Defendant UBS AG. In exchange, the Settling Defendants will receive a release from claims based on the alleged manipulation of Swiss Franc LIBOR-Based Derivatives, and the Action will be dismissed with respect to the Settling Defendants with prejudice. As described below, the Settlements reflect all of the characteristics of a substantively fair and reasonable agreement.

1. The costs, risks, and delay of trial and appeal favor the Settlements

To determine whether a settlement provides adequate relief to the class, the Court must evaluate "the costs, risks, and delay of trial and appeal," FED. R. CIV. P. 23(e)(2)(C)(i), "to forecast the likely range of possible classwide recoveries and the likelihood of success in obtaining such results." *Payment Card*, 330 F.R.D. at 36. Satisfying this factor "implicates several *Grinnell* factors, including: (i) the complexity, expense, and likely duration of the litigation; (ii) the risks of establishing liability; (iii) the risks of establishing damages; and (iv) the risks of maintaining the class through the trial." *Id.* Relatedly, to assess whether the recovery is within the range of reasonableness, courts weigh the relief against the strength of the plaintiff's case, including the likelihood of recovery at trial. *See Grinnell*, 495 F.2d at 463.

Plaintiffs faced significant litigation risks. The factual and legal issues in this Action are complex and expensive to litigate. *See In re GSE Bonds*, 414 F. Supp. 3d at 693 (recognizing the

⁶ *See Guerrero v. Wells Fargo Bank, N.A.*, No. C 12-04026 WHA, 2014 WL 1365462, at *2 (N.D. Cal. Apr. 7, 2014) (finding the lack of reversion of remaining portions of the net settlement an important benefit to the class).

complexity of federal antitrust claims and finding that the “complex issues of fact and law related to the [transactions occurring] at different points in time” weighed in favor of preliminary approval); *In re Sumitomo Copper Litig.*, 74 F. Supp. 2d 393, 395 (S.D.N.Y. 1999) (“The case involves claims of commodity price manipulation in violation of the CEA. Such claims have been notoriously difficult to prove”). This Action alleged manipulative and collusive conduct between and among at least nine institutions over an eleven-year time period. Settling Defendants have repeatedly challenged the sufficiency of Plaintiffs’ allegations through numerous motions to dismiss. The numerous arguments raised by Defendants provides clear evidence of the complexity of this case.

Conducting discovery in this Action will require the collection and analysis of more than a decade’s-worth of documents and data to understand the impact of Defendants’ alleged manipulation of Swiss Franc LIBOR and Swiss Franc LIBOR-Based Derivatives and to develop a sophisticated damages model. Relevant transactional data and documents, including chat room transcripts involving industry jargon, will have to be deciphered and contextualized, and Plaintiffs will need to prove the meaning and significance of instant messages, trading patterns, and other facts to prove their claims. Defendants will undertake discovery with the aim of refuting or weakening Plaintiffs’ evidence of collusion and market manipulation. *See In re GSE Bonds*, 414 F. Supp. 3d at 694 (“Given that [] defendants contend that they can present a strong case against plaintiffs after discovery, there is no guarantee that plaintiffs will be able to prove liability.”). The proposed Settlements exchange the immense cost and time associated with discovery with negotiated cooperation, allowing Plaintiffs to focus their resources against the remaining non-settling Defendant.

Plaintiffs (and the remaining non-settling Defendant) will likely engage experts to provide econometric and industry analysis, adding to the cost and duration of the case. *In re Facebook, Inc., IPO Sec. & Derivative Litig.*, 343 F. Supp. 3d 394, 410 (S.D.N.Y. 2018) (experts “increase both the cost and duration of litigation”). Expert discovery will lead to *Daubert* motions, increasing the litigation costs and risks, and delaying any resolution. Certifying a litigation class may raise complex legal and factual issues given the financial products and markets involved. *See In re LIBOR-Based Fin. Instruments Antitrust Litig.*, 327 F.R.D. 483, 494 (S.D.N.Y. 2018) (stating that “the certainty of maintaining a class action is by no means guaranteed” and noting that maintaining the action as a class requires proving the 16-bank conspiracy that was alleged); *In re Currency Conversion Fee*, 263 F.R.D. at 123 (“the complexity of Plaintiffs’ claims *ipso facto* creates uncertainty”). While Plaintiffs are confident the Court will certify a litigation class should the Action continue, such motion will be vigorously opposed by the remaining non-settling Defendant. *See In re GSE Bonds*, 414 F. Supp. 3d at 694 (the risk of maintaining a class through trial “weighs in favor of settlement where it is likely that defendants would oppose class certification if the case were to be litigated”). The losing party would likely seek interlocutory review, extending the timeline of the litigation. *See In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 986 F. Supp. 2d 207, 222 n.13 (E.D.N.Y. 2013) (“twenty months elapsed between the order certifying the class and the Second Circuit’s divided opinion affirming [the *Wal-Mart*] decision”).

If Plaintiffs overcome pre-trial motions, they still bear the risk of proving actual damages. *See Bolivar v. FIT Int’l Grp. Corp.*, No. 12-cv-781, 2019 WL 4565067, at *1 (S.D.N.Y. Sept. 20, 2019) (“Plaintiffs [] bear the burden of establishing their claimed damages to a reasonable certainty”). Even where the government has secured a criminal guilty plea, civil juries have found

no damages. *See* Special Verdict on Indirect Purchases, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. 07 MD 1827 (N.D. Cal. Sept. 3, 2013), ECF No. 8562. If Plaintiffs “prevail at trial, post-trial motions and the potential for appeal could prevent the class members from obtaining any recovery for several years if at all.” *In re GSE Bonds*, 414 F. Supp. 3d at 693. These and other risks⁷ weigh in favor of finally approving the Settlements.

2. The *Grinnell* factors not addressed above also support approval

a. The reaction of the Settlement Class to the Settlements

Grinnell requires the Court to consider “the reaction of the class to the settlement.” *Grinnell*, 495 F.2d at 463. In accordance with the Preliminary Approval Orders and the Notice Order, the Class Notice plan has been carried out as described in the Declaration of Cameron R. Azari Regarding Implementation of Notice Program (“Azari Decl.”), ¶¶ 9-27. To provide additional information for members of the Settlement Class to evaluate the Settlements, we have filed this motion in advance of the deadline for objecting and may supplement this argument to address any objections.

As of this filing, there have been no objections and no opt-outs to the Settlements, while over 20,500 Claim Packets have been sent to Class Members. *See* Azari Decl. ¶ 15. Plaintiffs have approved the Settlements, and their reaction is highly probative of the likely reaction of other Class Members upon reviewing the Settlements. Plaintiffs are sophisticated investors with the financial expertise to assess the benefits of the Settlements. In particular, institutional investors such as CalSTRS are generally well-informed and capable of scrutinizing settlements. As a result,

⁷ Class Counsel must be wary in describing in detail its risks in the event any Settlement is not approved. *See In re Prudential Secs. Inc. Ltd. P’ships Litig.*, No. M-21-67 (MP), 1995 WL 798907, at *15 (S.D.N.Y. Nov. 20, 1995) (“*Prudential*”) (Pollack, J.) (where non-settling defendants are present, class counsel appropriately omitted detailed discussion of all risks to recovery, the reasons for such risks, and their relative seriousness).

the lack of objections (and opt-outs) to date from any institutional investors is a particularly noteworthy indication of support.

b. The stage of the proceedings

“[C]ourts encourage early settlement of class actions . . . because early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere.” *Beckman*, 293 F.R.D. at 474-75. The relevant inquiry, therefore, is “whether the plaintiffs have obtained a sufficient understanding of the case to gauge the strengths and weaknesses of their claims and the adequacy of the settlement.” Formal discovery is not required, even at final approval. *See Plummer v. Chemical Bank*, 668 F.2d 654, 658 (2d Cir. 1982).

Class Counsel drew on a wealth of experience, independent investigation and research, expert resources, and information gained during numerous confidential settlement negotiations with each Settling Defendant to assess the Settlements’ fairness—far exceeding the standard of “whether the parties had adequate information about their claims.” *In re Global Crossing*, 225 F.R.D. at 458; August 2023 Briganti Decl. ¶¶ 10-16, 47, 56, 61, 67, 73, 80. Further, although formal discovery is not required, Class Counsel obtained valuable cooperation materials from JPMorgan in connection with the JPMorgan Settlement, which Plaintiffs used to amend the complaint, and which informed Class Counsel’s strategy in their negotiations with other Settling Defendants. August 2023 Briganti Decl. ¶ 28. Class Counsel’s well-informed views of the Settlements’ merits weigh strongly in favor of their approval.

c. The ability of Settling Defendants to withstand greater judgment

While Settling Defendants can withstand a greater judgment, this *Grinnell* factor alone does not militate against approval. *See In re Global Crossing*, 225 F.R.D. at 460 (“[T]he fact that a defendant is able to pay more than it offers in settlement does not, standing alone, indicate that

the settlement is unreasonable or inadequate”); *In re Tronox Inc.*, No. 14-cv-5495 (KBF), 2014 WL 5825308, at *6 (S.D.N.Y. Nov. 10, 2014) (“The law does not require a defendant to completely empty its pockets before a settlement may be approved—indeed, if it did, it is hard to imagine why a defendant would ever settle a case.”). Indeed, courts routinely observe that ““this determination in itself does not carry much weight in evaluating the fairness of the Settlement.”” *See, e.g., In re Veeco Instruments Inc. Sec. Litig.*, No. 05 MDL 1695 (CM), 2007 WL 4115809, at *11 (S.D.N.Y. Nov. 7, 2007). With all other criteria satisfied, this factor is insignificant. *Cf.* Tr. of Nov. 21, 2014 Final Approval Hearing at 13:22-24, *In re Elec. Books Antitrust Litig.*, 11-md-2293 (DLC) (S.D.N.Y. Nov. 21, 2014), ECF No. 686 (granting final approval where defendant’s ability to withstand greater judgment was not “in dispute”).

d. The Settlements are reasonable in light of the risks and potential range of recovery

The reasonableness factor weighs the settlement relief against the case’s strength, including the likelihood of recovery at trial. This factor “recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972). Under this factor, “[d]ollar amounts are judged not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs’ case.” *In re “Agent Orange” Prod. Liab. Litig.*, 597 F. Supp. 740, 762 (E.D.N.Y. 1984).

The \$73,950,000 settlement fund created by the Settlements provide an excellent recovery for the Settlement Class. *In re PaineWebber Ltd. P’ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997) (stating “‘great weight’ is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation”). This is before even taking into account the cooperation that was received by Settling Defendants to allow Plaintiffs to effectuate

notice, develop the Distribution Plan, and continue to litigate the Action against the remaining non-settling Defendant.

Plaintiffs’ experts analyzed publicly available data from Reuters, Bank for International Settlements (“BIS”) Triennial Surveys, and the Federal Reserve Bank of New York’s U.S. based market surveys to preliminarily assess the potential harm experienced by the Settlement Class. After considering various factors, including transaction volumes and outstanding notional amounts in Swiss Franc LIBOR-Based Derivatives, the class period, and the potential impact of the alleged manipulation, the experts calculated a damages range of between \$869 million and \$963 million. August 2023 Briganti Decl. ¶ 88. Based on this, the six Settlements reached thus far will recover between 7.7% and 8.5% of the estimated damages. *Id.* Had the Action continued against the Settling Defendants, Plaintiffs would have had to navigate the risks posed by, among others, jurisdictional and merits-based defenses, Defendants’ inevitable challenges to the certification of a litigation class, and counterarguments attempting to refute Plaintiffs’ claim that Defendants’ alleged manipulation of Swiss Franc LIBOR affected the prices of Swiss Franc LIBOR-Based Derivatives and Plaintiffs’ proposed damages methodology. The Settlements provide a tremendous recovery to the Settlement Class as an alternative to the uncertainty created by these and other risks present in the Action. In light of the value provided, the monetary compensation provided by the Settlements amply satisfies the *Grinnell* factors.

3. The Distribution Plan satisfies Rule 23(e)(2)(C)(ii)

Pursuant to Rule 23, “[t]o warrant approval, the plan of allocation must also meet the standards by which the settlement was scrutinized—namely, it must be fair and adequate.” *Payment Card*, 330 F.R.D. at 40. “An allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *Id.*

Plaintiffs propose the same Distribution Plan that the Court preliminarily approved. *See* ECF Nos. 426-29, 440, 457. Class Counsel consulted with experts to develop the proposed Distribution Plan, which is structured to be efficient to administer and simple for Class Members, encouraging participation. *See* William B. Rubenstein, 4 NEWBERG ON CLASS ACTIONS § 13:53 (5th ed. 2021) (“the goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible”). This distribution method is similar to plans approved in other cases. *See, e.g.,* Distribution Plan, *Fund Liquidation Holdings LLC et al. v. Citibank, N.A. et al.*, No. 16-cv-5263 (S.D.N.Y. May 13, 2022), ECF No. 473-11; Final Approval Orders of Class Action Settlements, *Fund Liquidation Holdings LLC et al. v. Citibank, N.A. et al.*, No. 16-cv-5263 (S.D.N.Y. June 9, 2022), ECF Nos. 555-56, 558, 561, 563. 566. 570; Plan of Distribution, *Alaska Elec. Pension Fund, et. al., v. Bank of Am., N.A., et. al.*, No. 14-cv-7126 (S.D.N.Y. Mar. 30, 2018), ECF No. 602-1; Plan of Distribution, *Alaska Elec. Pension Fund, et. al., v. Bank of Am., N.A., et. al.*, No. 14-cv-7126 (S.D.N.Y. Sept. 28, 2018), ECF No. 681-1; Final Judgments and Orders of Dismissal at ¶ 16, *Alaska Elec. Pension Fund, et. al., v. Bank of Am., N.A., et. al.*, No. 14-cv-7126 (S.D.N.Y. June 1, 2018), ECF Nos. 648-57 (approving plan of distribution as fair, reasonable, and adequate); Distribution Plan, *In re London Silver Fixing, Ltd. Antitrust Litig.*, Nos. 14-md-2573, 14-mc-2573 (S.D.N.Y. June 25, 2020), ECF No. 451-5; Final Approval Order, *In re London Silver Fixing, Ltd. Antitrust Litig.*, Nos. 14-md-2573, 14-mc-2573 (S.D.N.Y. June 15, 2021), ECF No. 536 (approving plan of distribution). Accordingly, the Distribution Plan should be preliminarily approved for use with the Settlements.

Substantively, the Distribution Plan allocates the Net Settlement Funds *pro rata* based on an estimate of the impact of Defendants’ alleged manipulation on Swiss Franc LIBOR-Based

Derivatives. *See* ECF No. 384-7. Authorized Claimants whose expected distribution based on their *pro rata* fraction is less than the costs of administering the Claim will instead receive a Minimum Payment Amount in an amount to be determined after the Claim Forms are reviewed, calibrated to ensure that a minimal portion of the Net Settlement Fund is reallocated towards the Minimum Payment Amounts.

The Settlement Administrator will scrutinize the claims submitted by the Class to ensure that the claims are valid and reflect accurate information. ECF No. 454-4 (Third Amended Proof of Claim and Release), at 3, 6-7. The Settlement Administrator has the right to and will request additional information to verify any claims where necessary. *Id.* This type of work is performed both by automated screens and human intervention to ensure, to the best of the Settlement Administrator's ability, that only those Class Members who have been harmed by Settling Defendants' alleged misconduct will receive proceeds from the Net Settlement Fund.

The Distribution Plan satisfies Rule 23(e)(2)(C)(ii). It is a fair and adequate allocation of the Net Settlement Fund that ensures that the Settlements do not favor or disfavor any Class Members, create any limitations, or exclude from payment any persons within the Class.

4. The requested attorneys' fees and other awards are limited to ensure that the Settlement Class receives adequate relief

Class Counsel are seeking attorneys' fees of \$19,237,500, or approximately 26.01% of the total Settlement Fund, which may be paid upon final approval. August 2023 Briganti Decl. ¶ 97; *see In re "Agent Orange" Prod. Liab. Litig.*, 818 F.2d 216, 223 (2d Cir. 1987). As more fully described in Class Counsel's Motion for Award of Attorneys' Fees and Reimbursement of Expenses, this fee request is comparable to the fees awarded in other cases of similar size and complexity. In addition to attorneys' fees, Class Counsel are seeking \$342,926.76 as reimbursement for litigation costs and expenses, and Plaintiffs are seeking a total of \$90,000 as

their Incentive Awards. *See Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 671 (S.D.N.Y. 2015) (reasonable expenses may be reimbursed from the settlement); *Dial Corp. v. News Corp.*, 317 F.R.D. 426, 439 (S.D.N.Y. 2016) (class representatives may be awarded an incentive award for their efforts).

Other Courts in this District have routinely awarded similar or larger fee percentages in cases of similar size and complexity. *See, e.g.*, Order Awarding Attorneys' Fees, Payment of Expenses, and Incentive Awards to Class Plaintiffs, *In re JPMorgan Precious Metals Spoofing Litig.*, No. 18-CV-10356 (GHW), ECF No. 114 (approving one-third fee of the \$60 million settlement amount); *In re Amaranth Nat. Gas Commodities Litig.*, No. 07-CV-6377 (SAS), 2012 WL 2149094, at *2 (S.D.N.Y. June 11, 2012) (approving fee of 30% of the \$77.1 million settlement amount); *In re Bisys Sec. Litig.*, No. 04-CV-3840 (JSR), 2007 WL 2049726, at *2 (S.D.N.Y. July 16, 2007) (approving fee of 30% of a \$65.87 million settlement fund); *see also* Theodore Eisenberg, Geoffrey Miller & Roy Germano, *Attorneys' Fees in Class Actions: 2009-2013*, 92 N.Y.U. L. REV. 937, 950 tbl. 2 (2017) (finding the mean and median percentage fees in S.D.N.Y. class cases from 2009 to 2013 were 27% and 31%, respectively). Further, Class Counsel will continue to face substantial risks. Absent a successful trial to verdict and/or another settlement in this Action, Class Counsel is not entitled to any further payments. Consequently, Class Counsel will continue to experience a growing lodestar that it must absorb in its entirety. The impact of an award of attorneys' fees on the relief for the Class is therefore reasonable.

5. There are no agreements that impact the adequacy of the Settlements

Rule 23(e)(3) requires that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." Here, the Settlement Agreements specifically identify the other agreements that relate to the Settlements, namely, the Supplemental Agreements. *See* JPMorgan Settlement Agreement, § 23; RBS Settlement Agreement § 24;

Deutsche Bank Settlement Agreement § 23; Credit Suisse Settlement Agreement § 24; ICAP Settlement Agreement § 24; Settling Brokers Settlement Agreement § 24. The Supplemental Agreements provide the Settling Defendants a qualified right to terminate the Settlement Agreements under certain circumstances before final approval. *Id.* This type of agreement is standard in complex class action settlements and does not impact the fairness of the Settlements.⁸

6. The Settlements treat the Settlement Class equitably

The Settlements also “treat[] class members equitably relative to each other.” FED. R. CIV. P. 23(e)(2)(D). The Distribution Plan provides for a *pro rata* distribution of the Net Settlement Funds. *See, e.g., Payment Card*, 330 F.R.D. at 47 (finding that “*pro rata* distribution scheme is sufficiently equitable”). All Class Members would release Settling Defendants for claims based on the same factual predicate of this Action. The proposed Class Notice provides information on how to opt out of the Settlement; absent opting out, each Class Member will be bound by the releases. Because the Settlements’ releases and the Distribution Plan do not include any improper intra-class preferences or prejudice, the Court should find that the Settlements satisfy this factor.

II. THE SETTLEMENT CLASS SATISFIES ALL REQUIERMENTS OF RULE 23

For all of the reasons detailed in the Preliminary Approval Motions and as held in the Court’s Preliminary Approval Orders, the Settlement Class satisfies all requirements of Rule 23(a)—numerosity, commonality, typicality, and adequacy—as well as the predominance and

⁸ These types of qualified rights to terminate are generally included based on the defendant’s desire to quiet the litigation through a class-wide settlement, without leaving open any material exposure. *See, e.g., Laydon v. Mizuho Bank, Ltd.*, No. 12-cv-3419 (S.D.N.Y. June. 22, 2016), ECF No. 659 ¶¶ 10-11; *accord* MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.631 (2004) (explaining that “[k]nowledge of the specific number of opt outs that will vitiate a settlement might encourage third parties to solicit class members to opt out.”).

superiority requirements of Rule 23(b)(3). The preliminarily certified Settlement Class should therefore be granted final certification for settlement purposes.⁹

There are at least hundreds, if not thousands, of geographically dispersed persons and entities that fall within the Settlement Class. See ECF No. 151 ¶ 24; ECF No. 384 ¶ 31; ECF No. 391 ¶ 12; ECF No. 432 ¶ 32; ECF No. 454 ¶ 32. The Settlement Administrator mailed over 20,500 Claim Packets between June 16, 2023 and August 2, 2023 in connection with the Settlements. Azari Decl. ¶ 15. Commonality is easily satisfied here where Plaintiffs and all Settlement Class members transacted in Swiss Franc LIBOR-Based Derivatives and were injured by the alleged manipulation of Swiss Franc LIBOR; thus, there are numerous common questions of law and fact and where each Plaintiff and Settlement Class member would have to answer the same liability and impact questions, including which Defendants conspired to manipulate Swiss Franc LIBOR and what was the impact of the manipulation of Swiss Franc LIBOR, through the same body of common class-wide proof. *See, e.g.*, ECF No. 383, at 21.

Plaintiffs' claims are typical of those of the entire Settlement Class because Plaintiffs' and Class members' claims all arise from the same course of conduct involving Defendants' alleged manipulation of Swiss Franc LIBOR and Swiss Franc LIBOR-Based Derivatives. Further, the named Plaintiffs in this action are adequate representatives because they share the same overriding interest in obtaining the largest financial recovery possible. *See* Argument I.B *supra*. In addition, Class Counsel are highly experienced attorneys who have litigated these and other complex class actions, including numerous other benchmark manipulation cases, for decades. *Id.*

⁹ The Settling Defendants have consented to preliminary certification of the Settlement Class solely for the purpose of the Settlement and without prejudice to any position each may take with respect to class certification in any other action or in the event that the Settlement is terminated. *See* JPMorgan Settlement Agreement § 22; RBS Settlement Agreement § 2; Deutsche Bank Settlement Agreement § 2; Credit Suisse Settlement Agreement § 3; ICAP Settlement Agreement § 3; Settling Brokers Settlement Agreement § 3.

Lastly, as required by Rule 23(b)(3), common questions predominate and a class action is the superior method for resolving this case. Predominance exists because common questions, such as whether Defendants engaged in the alleged false reporting to the Swiss Franc LIBOR panel and manipulation of Swiss Franc LIBOR and the prices of Swiss Franc LIBOR-Based Derivatives (and the corresponding artificial values that resulted), and other forms of generalized proof will determine the outcome of this litigation rather than individualized proof. issues. A class action is superior because Settlement Class members have no substantial interest in proceeding individually in this case, given the complexity and expense of the litigation.

III. THE APPROVED CLASS NOTICE WAS ADEQUATE AND SATISFIED DUE PROCESS

Rule 23(e)(1) provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [settlement].” FED. R. CIV. P. 23(e)(1). The standard for adequacy of the notice to the class is reasonableness. FED. R. CIV. P. 23(c)(2)(B) (for actions certified under Rule 23(b)(3), “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.”). “There are no rigid rules to determine whether a settlement notice to the class satisfies constitutional or Rule 23(e) requirements; the settlement notice must ‘fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.’” *Wal-Mart Stores*, 396 F.3d at 114. The Settlement Class members here have received adequate notice and have been given sufficient opportunity to weigh in on or exclude themselves from the Settlements.

The Class Notice plan has been fully implemented by Class Administrator, Epiq Class Action and Claims Solutions, Inc. (“Epiq”). *See generally* Azari Decl. Epiq has produced and mailed 20,540 copies of the Claim Packet to potential Class Members including: (i) Settling

Defendants' known counterparties that transacted in Swiss Franc LIBOR-Based Derivatives, consistent with the obligations set forth in the Settlement Agreements and relevant foreign bank secrecy and/or customer confidentiality laws that may restrict their ability to provide counterparty-identifying information to third parties; and (ii) the Settlement Administrator's broker outreach nominee database. *See* Azari Decl. ¶¶ 12-16 (describing direct mail portion of notice plan). In addition, Settling Defendants have sent notice via third party agents to 804 potential Class Members. *See* Declaration of Ajmal Choudry on behalf of Deutsche Bank; Declaration of Jason Rabe on behalf of JPMorgan; Declaration of Julia Aeschbacher on behalf of Credit Suisse.

The Settlement Administrator also caused the publication notice to be published in *The Wall Street Journal*, *IBD Weekly*, *Financial Times*, and *The Bond Buyer*, and banner ads on websites including *Yahoo! Finance*, *Investors.com*, and *WSJ.com*. The Settlement Administrator also disseminated a news release via PR Newswire's US Newswire distribution list announcing the Settlements, which was distributed to the news desks of approximately 5,000 general media outlets and 4,500 websites, databases, networks, and social networking media. *See* Azari Decl. ¶¶ 17-24. The Settlement Administrator continues to maintain a Settlement Website (www.swissfrancliborclassactionsettlement.com), where class members are able to review and obtain: (i) the Settlement Agreements with Settling Defendants; (ii) the full-length mail and publication notices; (iii) Court orders and key pleadings; (iv) the proposed Distribution Plan; and (v) a Proof of Claim and Release form for the Settlements. *Id.* ¶ 25. The Settlement Administrator will operate a toll-free telephone number and is available to answer Class Members' questions and facilitate claims filing. *Id.* ¶ 26.

The Supreme Court has consistently found that mailed notice satisfies the requirements of due process. *See, e.g., Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 319 (1950). Class

Members that do not receive the Class Notice via direct mail likely will receive notice via the publications or word of mouth. The mailed notice and publication notice are written in clear and concise language, and reasonably conveyed the necessary information to the average class member. *See Wal-Mart Stores, Inc.*, 396 F.3d at 114. The Class Notice plan's use of mailed, published and online notice easily satisfies the Rule 23(c)(2)(B) factors and due process. *See Weigner v. City of New York*, 852 F.2d 646, 649 (2d Cir. 1988) (due process does not require actual notice to every class member as long as class counsel "acted reasonably in selecting means likely to inform persons affected."); *see also*, Final Approval Order of Class Action Settlement, *Fund Liquidation Holdings LLC, et al. v. Citibank, N.A., et al.*, No. 16-cv-05263 (AKH) (S.D.N.Y. Nov. 29, 2022), ECF Nos. 555-56, 558, 561, 563, 566, (Dec. 1, 2022), ECF No. 570 (holding similar notice plan met requirements of Rule 23 and due process); *Sullivan v. Barclays plc*, No. 13-cv-2811 (PKC) (S.D.N.Y. Nov. 15, 2022), ECF No. 548 (same).

The Court should find that the Class Notice plan as implemented was reasonable and satisfied due process.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: (i) grant Final Approval of the Settlements; (ii) certify the Settlement Class; (iii) approve the Distribution Plan for use with these Settlements; and (iv) overrule any objections that are received. Proposed Final Approval Orders and Proposed Final Judgements and Orders of Dismissal for each of the Settling Defendants have been filed herewith.

Dated: August 9, 2023
White Plains, New York

LOWEY DANNENBERG, P.C.

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Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice, and I have served as

an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq.

4. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Program* on June 28, 2022, which described the proposed Notice Program, detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae*. See ECF No. 384-3. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. *Id.*

OVERVIEW

5. This declaration describes the successful implementation of the Settlement Notice Plan (“Notice Plan” or “Notice Program”) in *Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, No. 15-cv-00871 (SHS) in the United States District Court for the Southern District of New York (the “Action”). Hilsoft designed and implemented the Notice Plan based on our prior experience and research into the notice issues in the Action. The Notice Plan provided notice to potential Class Members of the proposed settlements (the “Settlements”) reached in the Action with the following Settling Defendants: Credit Suisse Group AG and Credit Suisse AG (collectively “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together “ICAP”); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”), Gottex Brokers SA (“Gottex”), and Velcor SA (“Velcor,” and collectively with TP ICAP and Gottex, the “Settling Brokers”).

6. Rule 23 of the Federal Rules of Civil Procedure directs that notice must be “the best notice practicable under the circumstances” and must include “individual notice to all members who can be identified through reasonable effort.”¹ The Notice Plan satisfied this requirement. In addition to providing individual notice via direct mail, the individual notice was supplemented with an extensive media notice program and a settlement website. In my opinion, the Notice Plan reached the greatest practicable number of members of the Settlement Class. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Hilsoft and Epiq.

7. In my experience, the Notice Program was consistent with or exceeded other court-approved settlement notice programs, was the best notice practicable under the circumstances of this Action and was designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.²

8. Epiq routinely provides, and provided for this Action, the following administration services:

- a) Provided notice to potential members of the Settlement Class through various means, including direct mail, publication, and paid and earned media;
- b) Managed data from members of the Settlement Class, either received from or collected during claims processing in a secure, dedicated database established exclusively for this administration;
- c) Coordinated and printed settlement notices and claim forms;
- d) Mailed and forwarded notices and enclosures to potential members of the

¹ Fed. R. Civ. P. 23(c)(2)(B).

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

- Settlement Class, including banks, brokers, and other nominees;
- e) Communicated with potential members of the Settlement Class and claimants via telephone, email, or mail;
 - f) Worked with nominees to identify potential members of the Settlement Class;
 - g) Created and maintained a dedicated settlement website;
 - h) Received, reviewed, and processed claim forms, opt-out requests, and other settlement-related forms;
 - i) Maintained a dedicated post-office box; and
 - j) Prepared all reporting requested or required by Class Counsel and/or the Court, including statistical reports and updates for the Court regarding the administration and status of the settlement administration.

NOTICE PLAN DETAIL

9. Pursuant to the orders preliminarily approving the Settlements in this Action (ECF Nos. 159, 426, 428, 429, 440, 457) (the “Preliminary Approval Orders”) and the Order Modifying Approved Notice Plan and Scheduled Hearing for Final Approval of Settlements (ECF No. 458) (the “Notice Order”), the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator. In the Preliminary Approval Orders, the Court also certified the following Settlement Class:

[A]ll Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011 (the “Class Period”).

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.

10. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the settlement administration activity to date.

11. In order to effectively reach the Settlement Class, the Notice Program included: (1)

mailing the Notice of Proposed Class Action Settlements September 27, 2023 Fairness hearing Thereon, and Class Member's Rights (the "Notice"), and Proof of Claim and Release (the "Claim Form," and together with the Notice, the "Claim Packet") to the counterparties and clients of Settling Defendants, to 1,063 nominees in Epiq's Nominee Database (as described in more detail below) and to 17,664 large traders, clearing members, and brokers in Epiq's Traders, Clearing Members & Brokers Database, which is separate from Epiq's Nominee Database; (2) publication of the Summary Notice in specifically identified media sources; (3) placement of internet banner ads; (4) creation of a settlement website dedicated to this Action and the Settlements; and (5) the creation and management of a toll-free telephone number to provide information and answer questions from potential Class Members. The Notice Program is similar to others that courts have found satisfied due process and provided the best notice practicable under the circumstances for the settlements.

Individual Notice

12. From March 28, 2023, through July 12, 2023, Epiq received seven files from Settling Defendants, which contained 622,366 records for Settling Defendants' counterparties and clients in Swiss Franc LIBOR-Based Derivatives. The data included names and physical address information; however, the majority of the records were duplicative and/or contained incomplete mailing data. Epiq deduplicated and rolled-up the records where names and addresses were an exact match and loaded 1,813 records with valid mailing addresses into its database for the Action. This data was used along with the 1,063 names and addresses of nominees from Epiq's proprietary "Nominee Database"³ and the 17,664 names and addresses of larger traders, clearing members and brokers from Epiq's proprietary "Traders, Clearing Members & Brokers Database"

³ Epiq's Nominee Data includes the names and addresses of the largest and most common nominee holders, which consists of U.S. banks, brokerage firms, and nominees, including national and regional offices of certain nominees. Epiq's Nominee Database is continually monitored and updated as brokerage firms change addresses, merge, go out of business and/or come into existence. The Nominee Database includes names and addresses of nominees, many of which deal in securities of all types, acting either as the executing broker or introducing broker for their customers' transactions.

to provide individual notice, which resulted in Epiq sending 20,540 Claim Packets via USPS to Settling Defendants' counterparties and clients in Swiss Franc LIBOR-Based Derivatives and potential claimants from the records in Epiq's Nominee Database and in Epiq's Traders, Clearing Members & Brokers Database.

Individual Notice - Direct Mail

13. Epiq mailed the Claim Packet to Settling Defendants' counterparties and clients in Swiss Franc LIBOR-Based Derivatives, to each of the 1,063 nominee addresses in Epiq's Nominee Database, and to each of the 17,664 names and addresses of larger traders, clearing members and brokers in Epiq's proprietary "Traders, Clearing Members & Brokers Database." Instructions were provided with the Claim Packet that directed nominees and/or counterparties to identify individuals and institutions for whom they purchased, sold and/or held Swiss Franc LIBOR-Based Derivatives during the Settlement Class Period, and either (a) request from Epiq additional copies of the Claim Packet for each such beneficial owners, and send a copy of the Claim Packet to all such beneficial owners promptly upon receipt from Epiq, or (b) provide Epiq with the names and addresses of such beneficial owners for direct mailing of the Claim Packet. The vast majority of nominees responded to notices by providing Epiq with names and addresses of their clients who may be potential members of the Settlement Class.

14. Seven (7) days following the June 16, 2023, initial mailing date, Epiq commenced a personalized calling campaign to the largest nominees to field any questions and prompt them to respond to the Notice by either identifying members of the Settlement Class or requesting Claim Packets to forward directly to their clients. Epiq made multiple attempts to reach a person at the nominees' offices. If Epiq was unable to reach the nominee by phone, Epiq sent the nominee an email reminding them to provide Epiq with the names and addresses of their clients in accordance with the Notice.

15. From June 16, 2023, through August 2, 2023, Epiq sent 20,540 Claim Packets to banks, brokerage firms, nominees, and/or counterparties as requested, or directly to the identified members of the Settlement Class with an associated physical mailing address. The Claim Packets

were sent via USPS first-class mail. The Notice is included as **Attachment 1**. The Claim Form is included as **Attachment 2**.

16. The return address on the Claim Packets is a post office box that Epiq maintains for this Action. The USPS automatically forwarded Claim Packets with an available forwarding address order that had not expired (“Postal Forwards”). Claim Packets returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired, but was still within the time period in which the USPS returned the piece with the address indicated). Upon successfully locating better addresses, Claim Packets were promptly remailed. As of August 8, 2023, Epiq has received 2,936 Notices returned as undeliverable and remailed 14 Claim Packets.

MEDIA PLAN

Publication Notice

17. To supplement direct mailing of the Notice, Epiq designed and implemented a media plan. The publication component of the Notice Plan was designed to target members of the Settlement Class who may not have been identified pursuant to the information received from Settling Defendants and/or broker outreach, while also providing additional outreach to banks, brokers, other nominees, and counterparties. A Publication Notice was published for one business day in the following print publications:

<i>Print</i>	<i>Circulation</i>	<i>Distribution</i>	<i>Ad Size</i>	<i>Run Date</i>	<i>Page Number</i>
<i>IBD Weekly</i>	87,000	National	1/3 Page	6/19/23	A12
<i>Wall Street Journal</i>	730,440	National	1/3 Page	6/16/23	B6
<i>The Bond Buyer</i>	8,688	National	Full Page	6/20/23	17
<i>Financial Times</i>	139,405	Worldwide	1/4 Page	6/16/23	7

18. The four news and trade publications were selected to best target businesses and investors generally. In this respect, *The Wall Street Journal*, is one of the country’s leading business publications. *IBD Weekly* targets brokers, institutions and individual investors. *The Bond Buyer* delivers the latest municipal bond news and features in the municipal bond and public

finance industry. *The Financial Times* provides news and analysis to individuals and companies worldwide. The Publication Notice is included as **Attachment 3**. The tear sheets for each publication are included as **Attachment 4**.

Internet Notice Campaign

19. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a lawsuit. According to MRI-Simmons data⁴, 97.2% of all adults are online.⁵

20. The Notice Plan included banner notice advertising on targeted business, finance, and investor related websites. The banner notices provided a direct link to the website, where interested individuals could obtain additional information and required documents to file a claim, if eligible. The banner notices ran on desktop, mobile, and tablet devices. Information on the advertisements placed on targeted websites is provided below:

<i>Network/Property</i>	<i>Distribution</i>	<i>Ad Sizes</i>	<i>Delivered Impressions</i>
<i>Yahoo! Finance</i>	Predominantly targeted to the U.S. with a small component targeted internationally	728x90, 300x250, 300x600, 970x250	15,173,948
<i>Investors.com</i>		728x90, 300x250, 300x600, 970x250	5,848,061
<i>WSJ.com</i>		728x90, 300x250, 300x600, 970x250	3,324,569
<i>Targeted Digital Audience Network</i>		728x90, 300x250, 300x600, 970x250	17,579,218
TOTAL			41,925,796

⁴ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is the joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

⁵ MRI-Simmons 2022 Survey of the American Consumer®.

21. As the print publications in the Notice Program targeted investors and included a business and finance emphasis, the websites were similarly selected to target potential members of the Settlement Class. *Yahoo! Finance* is a widely followed website, popular with investors and individuals of all ages and economic backgrounds. *Investors.com* is an online companion to the *IBD Weekly* newspaper and targets the same type of individuals as the print publication. *WSJ.com* is the companion to *The Wall Street Journal* newspaper. *Targeted Digital Audience Network* is a network buy (or aggregate of website publishers) that includes behavioral targeting to those interested in finance, investing, and business. Websites on which the Banner Notices appeared included *InvestorsHub.com*, *InvestorPlace.com*, *Barchart.com*, and *NASDAQ.com* among others.

22. Combined, the banner notices generated more than 41.9 million impressions nationwide and internationally.⁶ The internet advertising campaign ran from June 16, 2023, through July 16, 2023. Examples of the banner notices are included as **Attachment 5**.

Informational Release

23. To build additional reach and extend exposure of the Settlements further, on June 16, 2023, a party-neutral Informational Release was issued broadly over PR Newswire's U.S. Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States, as well as approximately 4,500 websites, online databases, internet networks and social networking media.

24. The Informational Release included the address of the settlement website and the toll-free telephone number. Although there is no way of knowing exactly how many news stories arose, the Informational Release added significant value by providing additional notice exposures

⁶ The third-party ad management platform, ClickCease, was used to audit digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (e.g., ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

beyond that which was provided by the paid media. The Informational Release is included as **Attachment 6.**

Settlement Website

25. On June 16, 2023, Epiq established a website dedicated to the Settlements with a simple domain name, www.SwissFrancLiborClassActionSettlement.com. The website provides: (i) the claims submission deadline, (ii) the deadline and procedure for excluding oneself from any or all of the Settlements, (iii) the deadline and procedure for objecting to any of the Settlements and/or the request for award of attorneys' fees, expenses and incentive awards, (iv) information about the Fairness Hearing, and (v) other relevant information, including answers to frequently asked questions and general information regarding the case, its current status, and the Settlements. The settlement website also provides relevant documents, including the Notice, Distribution Plan, Claim Form, Complaint, relevant Court orders and opinions, and the Settlement Agreements, and provides an email address (info@SwissFrancLIBORClassActionSettlement.com) for claimants to contact Epiq with questions or for any additional information. As noted above, the settlement website provides detailed instructions for submitting a Claim Form electronically. As of August 8, 2023, there have been 15,389 unique visitor sessions to the Settlement website, and 22,584 web pages have been presented. A true and accurate copy of the web homepage is attached as **Attachment 7.**

Toll-free Telephone Number and Postal Mailing Address

26. On June 16, 2023, Epiq established and continues to maintain a toll-free telephone number (1-855-914-4639) and interactive voice response system ("IVR") to accommodate inquiries from potential members of the Settlement Class, provide answers to frequently asked questions, and take requests from potential Class Members for a Claim Packet be mailed to them. The telephone number was displayed on the Notices as well as on the website. This automated phone system continues to be accessible 24 hours a day, 7 days a week, and is staffed by trained telephone operators familiar with the Settlements. As of August 8, 2023, there have been 45 calls to the toll-free telephone number representing 193 minutes of use, and live agents have handled

nine incoming calls representing 38 minutes.

27. A postal mailing address was established, allowing Class Members to request additional information or ask questions via these channels.

Report on Exclusions

28. The deadline to request exclusion from the Settlements is August 23, 2023. Pursuant to the Preliminary Approval Orders and Section 20 of the Notice, those members of the Settlement Class requesting exclusion are to provide the following information: (a) the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); and (c) provide one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. Requests for exclusion must be mailed by U.S. first class 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) or delivered so that it is received by August 23, 2023

29. As of August 8, 2023, Epiq has received no valid requests for exclusion.

Report on Objections

30. Pursuant to the Preliminary Approval Orders and Section 24 of the Notice, those members of the Settlement Class who wish to object to any aspect of the Settlements, the application for attorneys' fees and expenses and any incentive awards, are to file such objection with the Court no later than August 23, 2023.

31. As of August 8, 2023, Epiq has not received any objections to the Settlements, and I am not aware of any objections to the Settlement.

Claim Submission & Distribution Options

32. The deadline for Settlement Class Members to file a Claim Form is October 27,

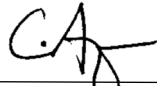
2023. As of August 8, 2023, Epiq has received 20 Claim Forms. As standard practice, Epiq will review and audit all Claim Forms as received. With more than 10 weeks until the claim filing deadline, based on Epiq's experience, it is anticipated that additional claims will be filed as the deadline approaches.

CONCLUSION

33. It is my opinion that the Notice Program was fair, reasonable, and adequate under the circumstances, provided notice consistent with Rule 23 of the Federal Rules of Civil Procedure and due process, and was consistent with notification programs approved by federal courts in multiple cases where Epiq designed and implemented such programs. In my opinion, the Notice Program provided the best notice practicable under the circumstances, including individual notice to members of the Settlement Class who could be identified through reasonable effort.

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

Executed August 9, 2023.

A handwritten signature in black ink, appearing to read 'C. Azari', is written above a horizontal line.

Cameron R. Azari, Esq.

Attachment 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 1:15-cv-00871 (SHS)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, SEPTEMBER 27, 2023 FAIRNESS
HEARING THEREON, AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members' Rights ("Notice") is 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"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS. TO CLAIM YOUR SHARE OF THE SETTLEMENTS, YOU MUST SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ONLINE NO LATER THAN OCTOBER 27, 2023 OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN OCTOBER 27, 2023.

TO: ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD OF JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD")

"Swiss Franc LIBOR-Based Derivatives" means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.;¹ (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The purpose of this Notice is to inform you of proposed settlements in this Action (the "Settlements") with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); and TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, "TP ICAP"), Gottex Brokers SA ("Gottex"), and Velcor SA ("Velcor"). Representative Plaintiffs entered into the Settlement Agreements with: Credit Suisse on July 13, 2022; Deutsche Bank on April 18, 2022; JPMorgan on June 2, 2017; RBS on June 2, 2021; ICAP on March 13, 2023; and TP ICAP, Gottex, and Velcor (together, the "Settling Brokers") on May 10, 2023. Credit Suisse, Deutsche Bank, JPMorgan, RBS, ICAP, Settling Brokers and their affiliates and subsidiaries are collectively referred to as the "Settling Defendants."

¹ For the avoidance of doubt, all references herein to transactions of any kind entered into by a Person "through a location within the U.S." include transactions that by operation of a forum selection clause or other contractual provision provide for jurisdiction in any state or federal court within the U.S. in the event of a dispute.

You are receiving this Notice because records indicate that you may have transacted in one or more Swiss Franc LIBOR-Based Derivatives during the Class Period and may be a Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Class Members should be directed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com
Website: www.SwissFrancLIBORClassActionSettlement.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into Swiss Franc LIBOR-Based Derivatives transactions during the Class Period for the beneficial interest of persons or organizations other than yourself, Plaintiffs' Counsel requests that you, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to Epiq Class Action & Claims Solutions, Inc. ("Epiq" or the "Settlement Administrator") the name and last known address of each person or organization for whom or which you made Swiss Franc LIBOR-Based Derivatives transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the Swiss Franc LIBOR-Based Derivatives transactions. If you are restricted from disclosure under any applicable domestic or foreign data privacy, bank secrecy, state secret, or other law, then Plaintiffs' Counsel requests that you provide this Notice directly to any of your customers that are Settlement Class members if permitted to do so by such applicable rules and laws. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Representative Plaintiffs allege that Defendants² unlawfully and intentionally agreed, combined and conspired to rig Swiss franc LIBOR to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et seq.*, and the common law.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Settling Defendants have agreed to pay a total of **\$73,950,000**. Credit Suisse has agreed to pay \$13,750,000. Deutsche Bank has agreed to pay \$13,000,000. JPMorgan has agreed to pay \$22,000,000. RBS has agreed to pay \$21,000,000. ICAP has agreed to pay \$2,100,000. TP ICAP has agreed to pay \$2,100,000. Class Members who or which do not opt out of the Settlements will release their claims against all Settling Defendants in the Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Distribution Plan, which are available at www.swissfrancliborclassactionsettlement.com (the "Settlement Website").

² Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; Intercapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
DO NOTHING	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements <i>and</i> you will be bound by past and any future Court rulings, including rulings on the Settlements, if approved, and the settlement releases. <i>See</i> question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator online no later than October 27, 2023 , or to mail your completed Claim Form so that it is postmarked no later than October 27, 2023 . <i>See</i> question 12.
EXCLUDE YOURSELF FROM THE SETTLEMENTS	If you wish to exclude yourself from the Settlement Class for the Settlements, you must submit by U.S. first class 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) or deliver a written request to the Settlement Administrator so that it is received by August 23, 2023 . If you exclude yourself, you will not be bound by the Settlements, if approved, or the settlement releases, and you will not be eligible for any payment from the Settlements. <i>See</i> questions 19 - 23.
OBJECT TO THE SETTLEMENTS	If you wish to object to any of the Settlements, you must file a written objection with the Court and serve copies on Lead Counsel and Settling Defendants' counsel so that the written objection is received by August 23, 2023 . You must be and remain within the Settlement Class in order to object. <i>See</i> questions 24 and 25.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about the Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Lead Counsel and Settling Defendants' counsel so that it is received by August 23, 2023 . The Fairness Hearing is scheduled for September 27, 2023 . <i>See</i> questions 28 - 30.
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. <i>See</i> question 30.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreements, which are available on the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court has appointed the lawyers listed below ("Lead Counsel") to represent you and the Settlement Class in this Action:

Vincent Briganti
 Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
 E-mail: swissfrancliborsettlement@lowey.com

Please regularly visit the Settlement Website, which can be found at www.SwissFrancLIBORClassActionSettlement.com, for updates relating to the Settlements.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Representative Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in these Settlements with the Settling Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlements with the Settling Defendants before the Court decides whether to approve the Settlements.

This Notice explains the Action, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlements and Distribution Plan and to consider requests for awards of attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs from the Settlement Fund.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement with the Settling Defendants (the "Settlement Agreements") and the Court's Preliminary Approval Orders for each of the Settlements.

The Settlement Agreements and the Court's Preliminary Approval Orders are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreements and the Court's Preliminary Approval Orders.

4. What Is This Action About?

Representative Plaintiffs allege that Defendants, including the Settling Defendants, unlawfully and intentionally manipulated a benchmark interest rate, the Swiss franc London Interbank Offered Rate ("Swiss franc LIBOR"), to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, and the common law from at least January 1, 2001 through December 31, 2011 (the "Class Period").

Representative Plaintiffs allege that certain Defendants, as members of the panels that set Swiss franc LIBOR (the "Contributor Bank Defendants"), made submissions to set the rate that did not reflect the true cost of borrowing funds in the interbank money market but were, instead, intended to fix Swiss Franc LIBOR-Based Derivatives at prices that would increase the profitability of Defendants' Swiss Franc LIBOR-Based Derivatives positions and caused investors located in or trading through the United States to be overcharged or underpaid in their Swiss Franc LIBOR-Based Derivatives transactions. Representative Plaintiffs also alleged that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs transacted in Swiss Franc LIBOR-Based Derivatives during the Class Period.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, the Settling Defendants have agreed to pay a total of \$73,950,000 (the "Settlement Amount") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the respective Settlement Amounts, plus any interest earned (the "Settlement Funds"), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendants. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

5. What Is The History Of This Action?

On February 5, 2015, this litigation was initiated as a putative class action against Credit Suisse Group AG, JPMorgan, RBS, and UBS AG ("UBS") on behalf of traders of Swiss Franc LIBOR-Based Derivatives. ECF No. 1. The original complaint named one representative plaintiff: Sonterra Capital Master Fund, Ltd. ("Sonterra"). Prior to the filing of this initial complaint, Fund Liquidation Holdings LLC ("FLH") had received assignments of claims and irrevocable powers of attorney from Sonterra. Sonterra then later dissolved. ECF No. 358.

On June 19, 2015, Plaintiffs filed their First Amended Complaint ("FAC"), adding Defendants Credit Suisse AG, Bluecrest Capital Management, LLP ("Bluecrest"), Deutsche Bank, and certain Plaintiffs.³ ECF No. 36. On August 18, 2015, Defendants Credit Suisse, Deutsche Bank, JPMorgan, RBS, and UBS moved to dismiss on personal jurisdiction grounds, and for failure to state a claim and for lack of subject matter jurisdiction. ECF Nos. 63-64, 73. That same day, Defendant Bluecrest Capital Management, LLP ("Bluecrest") also filed a motion to dismiss on personal jurisdiction grounds, and for failure to state a claim, and other grounds. ECF Nos. 74-75.

On January 30, 2017, while the motion to dismiss the FAC was pending, Plaintiffs and JPMorgan reached a settlement in principle and executed a binding term sheet. On June 2, 2017, Plaintiffs and JPMorgan finalized a settlement agreement. ECF No. 151-1.

On August 16, 2017, the Court issued an Order preliminarily approving Plaintiffs' Settlement with JPMorgan. ECF No. 159.

On September 25, 2017, the Court dismissed without prejudice the FAC and granted Plaintiffs leave to file an amended complaint. ECF No. 170. The Court held that: (1) plaintiffs failed to state a claim upon which relief could be granted; and (2) the Court lacked personal jurisdiction as to DB Group Services (UK) Ltd. and Bluecrest. *Id.*

On December 8, 2017, Plaintiffs filed a Second Amended Complaint ("SAC"). ECF No. 185. In the SAC, Plaintiffs added certain Plaintiffs and Defendants,⁴ and amended the pleading in response to the Court's earlier opinion. *Id.* Defendants responded by moving to dismiss on a new set of grounds, including the theory that plaintiffs lacked "capacity to sue" because FrontPoint, Sonterra, and Hunter had been dissolved, and that Plaintiffs lacked Article III standing, as well as personal jurisdiction grounds. ECF Nos. 223-28.

On April 6, 2018, the Broker Defendants filed a motion to dismiss the SAC for lack of personal jurisdiction and improper venue as to certain of the Broker Defendants, and for failure to state a claim upon which relief could be granted and lack of subject matter jurisdiction as to all Broker Defendants. ECF Nos. 254-64.

On April 16, 2018, Plaintiffs filed their opposition to Defendants' motion to dismiss the SAC for lack of personal jurisdiction and venue, arguing that Defendants purposefully availed themselves of the United States by setting up trading operations to profit from trading Swiss Franc LIBOR-Based Derivatives, and Defendants purposefully directed their manipulation and harmful effects at the United States by manufacturing and distributing price-fixed financial products in the United States market. ECF No. 268.

³ In the FAC, the following Plaintiff were added: FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Horizon Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund L.P. (collectively, "FrontPoint"), Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings LTD., HG Holdings II Ltd. (collectively "Hunter"), and Frank Divitto.

⁴ In the SAC, Plaintiffs Richard Dennis and California State Teachers' Retirement System ("CalSTRS"), and Defendants TP ICAP plc, Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, Cosmorex AG, ICAP Europe Limited, ICAP Securities USA LLC, NEX Group plc, Intercapital Capital Markets LLC, Velcor SA, and Gottex Brokers SA (collectively, the "Broker Defendants") were added.

On June 4, 2018, Plaintiffs filed their oppositions to Broker Defendants' motion to dismiss the SAC, arguing that the Broker Defendants were subject to specific personal jurisdiction because they purposefully availed themselves of the forum and directed harmful effects to the forum, and that Plaintiffs' claims should be sustained as they have Article III and antitrust standing, and alleged plausible antitrust and RICO claims. ECF Nos. 295-97.

On September 16, 2019, the district court issued its opinion granting Defendants' motions to dismiss the SAC. ECF No. 358. The Court held that Sonterra did not have Article III standing to initiate the case because it did not exist at the time of filing. Further, the Court held that substitution of a new class representative with standing to sue would not cure the lack of subject matter jurisdiction. *Id.*

On October 16, 2019, Plaintiffs filed a Notice of Appeal of the Court's September 16, 2019 decision. ECF No. 362. Pursuant to the U.S. Court of Appeals for the Second Circuit's decision to vacate the judgment of the district court and remand for further proceedings in a separate appeal, *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.) ("*SIBOR*"), which related to Plaintiffs' appeal in this Action, on September 21, 2021, the Second Circuit issued a decision vacating the Court's September 16, 2019 opinion and remanding the case for further proceedings. ECF No. 367. The parties agreed that the *SIBOR* decision rendered the full litigation of Plaintiffs' appeal unnecessary, but they did not agree on any further consequences that the *SIBOR* decision should have on this Action. *FrontPoint Asian Event Driven Fund, LP. v. Citibank N.A.*, No. 19-2719 (2d Cir.), ECF No. 85 (June 24, 2021).

On February 11, 2022, Representative Plaintiffs filed a letter to the Court regarding additional settlements reached with Credit Suisse, Deutsche Bank and RBS. ECF No. 373. On June 29, 2022, Representative Plaintiffs moved for preliminary approval of the settlements with Deutsche Bank and RBS, and an order directing notice of these Settlements and the earlier JPMorgan Settlement. ECF No. 382. On July 13, 2022, Representative Plaintiffs moved for preliminary approval of the settlement with Credit Suisse. ECF No. 389.

On November 23, 2022, Plaintiffs filed their Third Amended Complaint. ECF No. 403. The non-Settling Defendants filed their motion to dismiss the TAC on January 27, 2023. ECF Nos. 414, 416-22.

The Court granted preliminary approval of the Credit Suisse, Deutsche Bank, and RBS Settlements and authorized the issuance of notice for these Settlements and the JPMorgan Settlement on February 15, 2023. ECF Nos. 426-29.

On March 13, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with ICAP. ECF No. 430. The Court granted preliminary approval of the ICAP Settlement on March 31, 2023. ECF No. 440.

On May 11, 2023, Representative Plaintiffs moved for preliminary approval of the settlement with the Settling Brokers. ECF Nos. 452-56. The Court granted preliminary approval of the Settlement with the Settling Brokers on May 16, 2023. ECF No. 457.

6. Why Are There Settlements?

Representative Plaintiffs and Lead Counsel believe that Class Members have been damaged by Defendants' conduct. The Settling Defendants believe that they have meritorious defenses to Representative Plaintiffs' allegations and believe that Representative Plaintiffs' claims would have been rejected prior to trial, at trial (had Representative Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, Settling Defendants believe that Representative Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Representative Plaintiffs or Defendants. Instead, Lead Counsel engaged in negotiations with each Settling Defendant to reach a negotiated resolution of the claims against the Settling Defendant in the Action. The Settlements allow both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Representative Plaintiffs and Lead Counsel believe the Settlements are in the best interest of all Class Members.

The Settling Defendants have agreed to pay a total of \$73,950,000 in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Net Settlement Fund will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlements are approved, the Action will be resolved against the Settling Defendants and will continue against all other Defendants. If the Settlements are not approved, all Defendants (including the Settling Defendants) will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

7. How Do The Settlements Affect The Claims Against Defendants Other Than Settling Defendants?

Representative Plaintiffs' claims (or potential claims) against the non-settling Defendants will continue to be litigated, whether or not the Settlements are approved. The Court's approval of the Settlements or certification of the Settlement Class in connection with the Settlements will have no impact on the Court's rulings in the litigation against the non-settling Defendants.

WHO GETS MONEY FROM THE SETTLEMENTS

8. How Do I Know If I Am A Class Member?

In the Preliminary Approval Orders, the Court preliminarily approved the following Settlement Class:

ALL PERSONS (INCLUDING BOTH NATURAL PERSONS AND ENTITIES) WHO PURCHASED, SOLD, HELD, TRADED, OR OTHERWISE HAD ANY INTEREST IN SWISS FRANC LIBOR-BASED DERIVATIVES DURING THE PERIOD FROM JANUARY 1, 2001 THROUGH DECEMBER 31, 2011 (THE "CLASS PERIOD").

Not everyone who fits this description will be a Class Member. Please see question 9 for a discussion of exclusions from the Settlement Class.

9. Are There Exceptions To Being Included In The Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator (whether or not that co-conspirator was named as a Defendant). In addition, the United States government is excluded from 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. Under no circumstances may any Defendant (or any of their direct or indirect parents, subsidiaries, affiliates, or divisions) receive a distribution for its own account from the Settlement Fund through an Investment Vehicle.

For purposes of the Settlements, the term "Investment Vehicle" means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

10. I'm Still Not Sure If I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-914-4639 toll-free (if calling from outside the United States or Canada, call 1-503-994-1396) or visit the Settlement Website, www.swissfrancliborclassactionsettlement.com, for more information.

THE SETTLEMENT BENEFITS

11. What Do The Settlements Provide?

The Settling Defendants have agreed to pay a total \$73,950,000 (Credit Suisse: \$13,750,000; Deutsche Bank: \$13,000,000; JPMorgan: \$22,000,000; RBS: \$21,000,000; ICAP: \$2,100,000; TP ICAP: \$2,100,000) to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses if the Settlements are approved. The Settlements give the Settling Defendants the right to terminate the Settlements in the event that the volume of Swiss Franc LIBOR-Based Derivatives transacted by Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain percentage.

These are not claims-made settlements, and the Settling Defendants are not involved in the development of the Distribution Plan for the Settlements. The Settlements do not provide for a reversion of any Settlement Funds to Settling Defendants. The Net Settlement Funds will be distributed to Settling Class Members to the fullest extent possible.

12. How Will I Get A Payment?

If you are a Class Member and do not exclude yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Funds. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern time on **October 27, 2023 OR** postmarked by **October 27, 2023** and mailed to:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a "Confirmation of Claim Receipt," which will acknowledge receipt of your Claim and will inform you of important next steps.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlements.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan see question 14.

14. What Is The Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.swissfrancliborclassactionsettlement.com. Changes, if any, to the Distribution Plan based on newly available data or information or any Court order will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** to decide whether to approve the Settlements and Distribution Plan. Even if the Court approves the Settlements and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class and your claim. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Lead Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in Swiss Franc LIBOR-Based Derivatives. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up To Receive A Payment?

Unless you exclude yourself, you remain a Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action against the Settling Defendants and/or any of the Released Parties. Upon the Effective Date of the Settlements, Representative Plaintiffs and each of the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

Although the releases in the Settlement Agreements are not general releases, the releases do constitute a waiver by the Parties and each Settling Class Member of any and all rights and provisions 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.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code.

Settling Class Members shall be deemed to 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 the Settlement 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.

The capitalized terms used in this paragraph are defined in the Settlement Agreements, Preliminary Approval Orders, or this Notice. For easy reference, certain of these terms are copied below.

With respect to the Settlement Agreement with Credit Suisse:

- “Released Parties” means Credit Suisse, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Credit Suisse), shareholders (in their capacity as shareholders of Credit Suisse), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Credit Suisse.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund,

L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Credit Suisse; (ii) any claims against the named Defendants in the Action other than Credit Suisse; (iii) any claims against interdealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of interdealer brokers other than any affiliate or subsidiary of Credit Suisse; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Credit Suisse. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with Deutsche Bank:

- “Released Parties” means Deutsche Bank, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Deutsche Bank), shareholders (in their capacity as shareholders of Deutsche Bank), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than Deutsche Bank.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common

control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., and HG Holdings II Ltd., 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Deutsche Bank employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Deutsche Bank; (ii) any claims against the named Defendants in the Action other than Deutsche Bank; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers other than any affiliate or subsidiary of Deutsche Bank; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of Deutsche Bank. 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 Class Members domiciled outside the United States.

With respect to the Settlement Agreement with JPMorgan:

- “Released Parties” means JPMorgan, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of JPMorgan), shareholders (in their capacity as shareholders of JPMorgan), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than JPMorgan.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on

behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees’ conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of JPMorgan. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

With respect to the Settlement Agreement with RBS:

- “Released Parties” means RBS, its predecessors, successors and assigns, its direct and indirect parents, subsidiaries and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of RBS), shareholders (in their capacity as shareholders of RBS), attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, “Released Parties” shall not include any named Defendants other than RBS.
- “Releasing Parties” means each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs 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.).
- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated),

whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961- 1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former RBS employees arising solely from those former employees' conduct that occurred while those former employees were not employed by RBS; (ii) any claims against the named Defendants in this Action other than RBS; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any affiliate or subsidiary of RBS. 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.

With respect to the Settlement Agreement with ICAP:

- "Released Parties" means ICAP and its affiliates, its predecessors, successors, assigns, its direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of ICAP), shareholders (in their capacity as shareholders of ICAP), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include named Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG, with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action, or TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of Defendant TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc).
- "Releasing Parties" means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, "affiliates" means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the "Releasing Parties" include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund,

L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former ICAP employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by ICAP; (ii) any claims against interdealer brokers (other than ICAP) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of ICAP; (iii) any claims against the named Defendants in the Action other than ICAP; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

With respect to the Settlement with Settling Brokers:

- “Released Parties” means Settling Brokers and their affiliates, their predecessors, successors, assigns, their direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Settling Brokers), shareholders (in their capacity as shareholders of Settling Brokers), attorneys, insurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, except as otherwise provided in this paragraph. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. For the avoidance of doubt, Released Parties does not include NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited with respect to any claim of direct (non-derivative) liability arising out of its conduct alleged in the Action; nor TP ICAP Group plc with respect to any ultimate liability, if any, it may have as the parent of ICAP Europe Limited and ICAP Securities USA LLC.
- “Releasing Parties” means each and every Representative Plaintiff, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, and each and every Settling Class Member

on their own behalf and on behalf of their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of their current and former officers, directors, employees, agents, principals, members, trustees, estates, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such. Notwithstanding that the U.S. Government is excluded from the Settlement Class, with respect to any Settling Class Member that is a government entity, Releasing Parties include any Settling Class Member as to which the government entity has the legal right to release such claims. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Releasing Party. For the avoidance of doubt, the “Releasing Parties” include all Persons entitled to bring claims on behalf of Settling Class Members relating to their transactions in Swiss Franc LIBOR-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Swiss franc LIBOR held by Representative Plaintiffs, Sonterra Capital Master Fund Ltd., FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Flagship Fund, L.P., FrontPoint Healthcare Horizons Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund, L.P., Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings Ltd., HG Holdings II Ltd., and Frank Divitto, 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.).

- “Released Claims” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and 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 any Swiss Franc LIBOR-Based Derivatives or any other financial instruments priced, benchmarked, or settled to Swiss franc LIBOR purchased, sold, and/or held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such other financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Swiss franc LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any other statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Swiss franc LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or common law). The following claims shall not be released by this Settlement: (i) any claims against former Settling Brokers’ employees arising solely from those former employees’ conduct that occurred while those former employees were not employed by Settling Brokers; (ii) any claims against interdealer brokers (other than Settling Brokers) or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of other interdealer brokers that are not affiliates or subsidiaries of Settling Brokers; (iii) any claims against the named Defendants in the Action other than Settling Brokers; or (iv) any claims against any defendant who may be subsequently added in the Action, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Class Members domiciled outside the United States.

18. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlements. You will be bound by past and any future Court rulings, including rulings on the Settlements and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Defendants or any of the other Released Parties on the basis of the Released Claims. Please see question 17 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENTS**19. What If I Do Not Want To Be In The Settlement Class?**

If you are a Class Member, do not want to remain in the Settlement Class, and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is also sometimes referred to as “opting out” of a class. *See* question 20.

If you act to exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Lead Counsel will no longer represent you with respect to any claims against the Settling Defendants.

If you want to receive money from the Settlements, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlements.

20. How Do I Exclude Myself From The Settlement Class For The Settlements?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class 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) or delivered so that it is received by **August 23, 2023**, to:

Swiss Franc LIBOR Class Action Settlement - EXCLUSIONS
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

and (a) state the name, address, telephone number, and email address of the Person or entity seeking exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (b) state that such Person or entity requests to be excluded from the Settlement Class in the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); and (c) provide one or more document(s) sufficient to prove membership in the Settlement Class, as well as proof of authorization to submit the Request for Exclusion if submitted by an authorized representative.

With respect to the kinds of documents that are requested under subsection (c) in the preceding paragraph, any Class Member seeking to exclude himself, herself or itself from the Settlement Class will be requested to provide document(s) evidencing eligible trading in Swiss Franc LIBOR-Based Derivatives during the Class Period (for each transaction, the date, time and location of the transaction, the instrument type, direction (*i.e.*, purchase or sale) of the transaction, the counterparty, any transaction identification numbers, and the total amount transacted (in Swiss francs) (CHF)). Any Request for Exclusion must be signed by such Person or entity requesting the exclusion or an authorized representative and include proof of authorization to submit the Request for Exclusion if submitted by an authorized representative. The Parties may seek leave of the Court to ask any Person or entity that seeks to be excluded from the Settlements to provide documents sufficient to prove membership in the Settlement Class.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the Person or entity filing such an invalid request shall be a Class Member and shall be bound by the Settlements, if approved.

All Persons or entities who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlements, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlements. In addition, such Persons or entities will not be entitled to object to the Settlements or participate at the Fairness Hearing.

21. If I Do Not Exclude Myself, Can I Sue The Settling Defendants And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and the other Released Parties for the Released Claims that the Settlements resolve. If you decide to exclude yourself from the Settlements, your decision will apply to the Settling Defendants and the other Released Parties.

22. If I Exclude Myself, Can I Get Money From The Settlements?

No. You will not get any money from the Settlements if you exclude yourself.

23. If I Exclude Myself From The Settlements, Can I Still Object?

No. If you exclude yourself, you are no longer a Class Member and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS**24. How Do I Tell The Court What I Think About The Settlements?**

If you are a Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlements. You can object to all or any part of the Settlements, Distribution Plan, and/or application for attorneys' fees, reimbursement of litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the Southern District of New York a notice of appearance and your written objection, and serving copies of your written objection on Lead Counsel and the Settling Defendants' counsel such that your written objection is received by **August 23, 2023** to the following addresses:

<i>Lead Counsel (Class Counsel)</i>
Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601

<i>Settling Defendants' Counsel</i>	
Joel Kurtzberg Cahill Gordon & Reindel LLP 32 Old Slip New York, NY 10005 <i>Counsel for Credit Suisse</i>	Elizabeth M. Sacksteder Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 <i>Counsel for Deutsche Bank</i>
Alan C. Turner Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 <i>Counsel for JPMorgan Chase & Co.</i>	David S. Lesser King & Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, NY 10036 <i>Counsel for RBS</i>
Shari Brandt Perkins Coie LLP 1155 Avenue of the Americas New York, NY 10036 <i>Counsel for ICAP and Settling Brokers</i>	

Any Class Member who does not enter an appearance will be represented by Lead Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must include: (i) the name, address, telephone number, and email address of the Person or entity objecting and must be signed by the Class Member (an attorney's signature is not sufficient); (ii) the name of the Action (*Fund Liquidation Holdings LLC, et al. v. Credit Suisse Group AG, et al.*, Case No. 1:15-cv-00871 (SHS) (S.D.N.Y.)); (iii) a statement of your objection or objections, and the specific reasons for each objection, including any legal and evidentiary support you wish to bring to the Court's attention; (iv) whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove your membership in the Settlement Class, including a description of the Swiss Franc LIBOR-Based Derivatives

transactions you entered into that fall within the Settlement Class definition; (vi) a statement of whether you intend to participate at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and email address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Fairness Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available for a deposition by any Party to take place within the Court's federal district in New York or in the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your written objection, your views will not be considered by the Court. Check the Settlement Website, www.swissfrancliborclassactionsettlement.com for updates on important dates and deadlines relating to the Settlements.

25. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlements. You can object to the Settlements only if you remain a Class Member and do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlements because it no longer affects you.

THE LAWYERS REPRESENTING YOU

26. Do I Have A Lawyer In This Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Vincent Briganti
Lowey Dannenberg, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfrancliborsettlement@lowey.com

These lawyers are called Lead Counsel (or Class Counsel). Lead Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Lead Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. How Will The Lawyers Be Paid?

To date, Lead Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlements provide that Lead Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Lead Counsel will move for an award of no more than \$20,706,000 in attorneys' fees, which is 28% of the Settlement Fund, plus payment of litigation expenses and costs not to exceed \$750,000, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Lead Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case. Representative Plaintiffs may also seek Incentive Awards from the Settlement Fund of up to \$300,000 in the aggregate.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by **August 9, 2023**. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.swissfrancliborclassactionsettlement.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs at or after the Fairness Hearing.

28. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold the Fairness Hearing on **September 27, 2023 at 10:00 A.M. (ET)** from the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan U.S. Courthouse, located at 500 Pearl Street, New York, NY 10007. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees, litigation expenses and costs, and any Incentive Awards for Representative Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

29. Do I Have To Participate At The Fairness Hearing?

No. Lead Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you send an objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

30. May I Speak At The Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Lead Counsel and Settling Defendants' counsel at the addresses set forth in question 24, such that they are received no later than **August 23, 2023**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Lead Counsel.

GETTING MORE INFORMATION

31. How Do I Get More Information?

The Court has appointed Epiq as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlements and processing Claim Forms.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Distribution Plan, which are available for your review at the Settlement Website, www.swissfranciborclassactionsettlement.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396) or write to the Settlement Administrator at:

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585
Tel: 1-855-914-4639 (or 1-503-994-1396 International)
Email: info@SwissFrancLIBORClassActionSettlement.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current information to the Settlement Administrator at the address/email set forth above in the event the Settlement Administrator needs to contact you.

*****Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information about the Settlements.*****

DATED: JUNE 16, 2023

BY ORDER OF THE COURT

Attachment 2

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

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

FUND LIQUIDATION HOLDINGS LLC, *et al.*,

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

Case No.: 15-cv-00871 (SHS)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period from January 1, 2001 through December 31, 2011 (the “Class Period”), you may be eligible to receive a payment from the settlements reached between Representative Plaintiffs and Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); Gottex Brokers SA (“Gottex”); and Velcor SA (“Velcor” and collectively with Credit Suisse, Deutsche Bank, ICAP, JPMorgan, RBS, TP ICAP, and Gottex, the “Settling Defendants”) totaling \$73,950,000 in the above-captioned case.

2. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

3. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.

4. Unless otherwise defined herein, all capitalized terms contained in this proof of claim and release (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Representative Plaintiffs and the respective Settling Defendants, which are available at www.SwissFrancLIBORClassActionSettlement.com (the “Settlement Website”).

5. It is important that you read the Notice that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the Release and Covenant Not to Sue described in the Notice under the heading “What Am I Giving Up To Receive A Payment?” and provided for in the Settlement Agreement.

6. To be eligible to receive a payment from the Net Settlement Funds, you must submit a timely and valid Claim Form along with the required data and/or information described in Parts II through IV below. **To be considered timely, your Claim Form must be submitted online at www.SwissFrancLIBORClassActionSettlement.com by 11:59 p.m. Eastern Time on October 27, 2023 OR postmarked and mailed by the Settlement Administrator no later than October 27, 2023 to:**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Swiss Franc LIBOR Class Action Settlement
c/o Epiq
PO Box 5585
Portland, OR 97228-5585

Do not submit your claim to the Court.

If you are unable to submit the required data as described below at Parts II through IV, you should call the Settlement Administrator for further instructions.

7. As described in Parts III and IV below, you are required to submit additional information about your transactions in Swiss Franc LIBOR-Based Derivatives as part of your Claim Form to be submitted to the Settlement Administrator.

8. Your payment amount will be determined based on the Settlement Administrator's review of your Claim Form and calculated pursuant to the Distribution Plan that the Court approves. Submission of a Claim Form does not guarantee that you will receive a payment from the Settlement. For more information, please refer to the Notice and Distribution Plan available at the Settlement Website.

9. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of only one legal entity.

10. If you have questions about submitting a Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator.

11. **NOTICE REGARDING ELECTRONIC FILES:** All claimants **MUST** also submit a signed paper Proof of Claim which can be uploaded via the Settlement Website or emailed to the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com. All Claimants are also directed to submit their transaction data using the Electronic Template which can be found on the Settlement Website at www.SwissFrancLIBORClassActionSettlement.com. If you are unable to submit your claim electronically, you must contact the Settlement Administrator at info@SwissFrancLIBORClassActionSettlement.com to request a paper version of the transaction template. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the claimant an email of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Settlement Administrator's electronic filing department at info@SwissFrancLIBORClassActionSettlement.com to inquire about your file and confirm it was received.**

II. CLAIMANT IDENTIFICATION

The Settlement Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please notify the Settlement Administrator in writing. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the Claimant, you must list the beneficial owner's information below and attach documentation showing your authority to act on behalf of Claimant.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section A – Claimant Information

Beneficial Owner's First Name

MI

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

ZIP Code/Postal Code

Province/Region (if outside U.S.)

Country

Claimant Tax ID (For most U.S. Claimants, this is their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. Claimants, enter a comparable government-issued identification number.)

Telephone Number (home or cell)

Telephone Number (work)

Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

Section B – Authorized Representative Information

Name of the person you would like the Settlement Administrator to contact regarding this claim (if different from the Claimant name listed above)

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number (home or cell)	Telephone Number (work)	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Address 1 (street name and number)		
<input type="text"/>		
Address 2 (apartment, unit or box number)		
<input type="text"/>		
City	State	ZIP Code/Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>
Province/Region (if outside U.S.)		
<input type="text"/>		
Email Address (If you provide an email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.)		
<input type="text"/>		

III. REQUIREMENTS FOR CLAIM SUBMISSION

1. YOU MUST SUBMIT YOUR CLAIM FORM ELECTRONICALLY IN THE REQUIRED FORMAT

Claimants must electronically submit their Claim Forms online at www.SwissFrancLIBORClassActionSettlement.com by **11:59 p.m. Eastern Time on October 27, 2023** OR mail the Claim Forms to the Settlement Administrator at Swiss Franc LIBOR Class Action Settlement, c/o Epiq, P.O. Box 5585, Portland, OR 97228-5585 so they **are postmarked and mailed no later than October 27, 2023**. Claim Forms must be submitted in the format specified in this Claim Form or posted by the Settlement Administrator on the Settlement Website.

- a. Along with your Claim Form, you are required to submit the details of your transactions in Swiss Franc LIBOR-Based Derivatives reflected in Part IV, below. A Data Template, including the information you must provide about your transactions in Swiss Franc LIBOR-Based Derivatives is available at the Settlement Website.
- b. “Swiss Franc LIBOR-Based Derivatives” means (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange (“CME”); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.
- c. “Swiss franc LIBOR” means the London Interbank Offered Rate for the Swiss franc.
- d. The Settlement Class Period is January 1, 2001 through December 31, 2011.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

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2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE SETTLEMENT ADMINISTRATOR.

If contacted by the Settlement Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Settlement Administrator in the future:

- a. Transaction data from your bank, broker, or internal trade system;
- b. Bank confirmations by individual trade;
- c. Bank transaction reports or statements;
- d. Trading venue transaction reports or statements;
- e. Prime broker reports or statements;
- f. Custodian reports or statements;
- g. Daily or monthly account statements or position reports;
- h. Email confirmations from counterparty evidencing transactions;
- i. Bloomberg confirmations or communications evidencing transactions; and/or
- j. Other documents evidencing transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period.

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 following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, www.SwissFrancLIBORClassActionSettlement.com.

For all Swiss Franc LIBOR-Based Derivatives traded on a futures exchange (LIFFE Euro Swiss franc futures contracts and CME Swiss franc currency futures contracts), if requested, please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any LIFFE Euro Swiss franc futures contracts or CME Swiss franc currency 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.

Please keep all data and documentation related to your eligible Swiss Franc LIBOR-Based Derivatives transactions. Having data and documentation may be important to substantiating your Claim Form.

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

IV. TRANSACTION DATA REQUIREMENTS

a. TRANSACTIONS IN SWISS FRANC LIBOR-BASED DERIVATIVES

Provide the following information only if you entered into transactions in Swiss Franc LIBOR-Based Derivatives from January 1, 2001 through December 31, 2011. Do not include information regarding instruments other than Swiss Franc LIBOR-Based Derivatives and do not include transactions in Swiss Franc LIBOR-Based Derivatives in which you acquired the instrument as an agent for another individual or entity.

1. Provide all brokers or nominees at which you maintained accounts in which you traded or held in Swiss Franc LIBOR-Based Derivatives.
2. Please provide a list of all account names and account numbers for each entity you listed in response above in which you traded or held Swiss Franc LIBOR-Based Derivatives.

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International), or visit www.SwissFrancLIBORClassActionSettlement.com

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

b. **SWAPTIONS, FRAS, AND SWAPS WITH A CONSTANT NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each swaption, FRA, and/or swap with a constant notional value that was purchased, sold, held, or traded during the Class Period, provide the following information for each transaction.

1. Transaction Type (e.g., swap, swaption, FRA)
2. Trade Date (mm/dd/yyyy)
3. Exit Date (if applicable)
4. Applicable Rate and Duration (Tenor)
5. Notional Value (in CHF) for Interest Payment
6. Frequency of Reset Dates
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

c. **SWISS FRANC LIBOR-BASED INTEREST RATE SWAPS WITH A VARIABLE NOTIONAL VALUE PURCHASED, SOLD, HELD, OR TRADED DURING THE CLASS PERIOD**

For each purchase or sale of a swap whose notional value fluctuated during the contract period, provide the following information for each interest payment for each transaction during the Class Period. **If necessary, please add additional rows to reflect all interest payments associated with the transaction. For example, if there were ten interest payments for a particular transaction, list the dates of all ten interest payments, the notional value (in CHF) on which each interest payment was calculated, and the amount of each interest payment:**

1. Swap Transaction Type
2. Swap Trade Date (mm/dd/yyyy)
3. Date of Interest Payment (mm/dd/yyyy)
4. Amount of Interest Payment (in CHF)
5. Notional Value (in CHF) for Interest Payment
6. Reference Interest Rate and Tenor
7. Location of Transaction
8. Counterparty Name
9. Broker Name (if applicable)

d. **PURCHASE(S) AND SALE(S) OF FX FORWARDS DURING THE CLASS PERIOD**

For a purchase or sale of a foreign exchange ("FX") forward, provide the following information for each transaction:

1. Transaction Type (e.g., FX forward)
2. Trade Date (mm/dd/yyyy)
3. Notional Value (in CHF)
4. Date Position Opened (mm/dd/yyyy)
5. Date Position Closed (mm/dd/yyyy)
6. Notional Amount of Corresponding Currency
7. Day-Count Convention
8. Location of Transaction
9. Counterparty Name
10. Broker Name (if applicable)

e. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS PRIOR TO THE START OF THE CLASS PERIOD**

As of end of the day on December 31, 2000, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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and Mailed No Later Than October 27, 2023.

1. Contract Futures Identifier (Swiss franc currency futures or Euro Swiss franc futures)
2. Exchange (CMS or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

f. **PURCHASE(S) AND SALE(S) IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS DURING THE CLASS PERIOD**

During the Class Period, for a purchase or sale of a CME Swiss franc currency futures contract or a LIFFE Euro Swiss franc 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Trade Date (mm/dd/yyyy)
4. Contract Month/Year
5. Number of Contracts Traded
6. Transactions Price
7. Transaction Type (Open / Close)
8. Position (Long / Short)
9. Brokerage Firm, Location & Account in Which Transaction Was Made

g. **OPEN POSITIONS IN CME SWISS FRANC CURRENCY FUTURES CONTRACTS AND/OR LIFFE EURO SWISS FRANC FUTURES CONTRACTS AT THE END OF THE CLASS PERIOD**

As of end of the day on December 31, 2011, please list your open positions in CME Swiss franc currency futures or LIFFE Euro Swiss franc futures contracts 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:

1. Contract Futures Identifier (Swiss franc currency or Euro Swiss franc)
2. Exchange (CME or LIFFE)
3. Contract Month/Year
4. Open Long Positions (Number of Contracts)
5. Open Short Positions (Number of Contracts)

It is important that you accurately disclose all transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period. Plaintiffs' Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

V. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION A: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES ON CLAIMANT'S BEHALF AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the Release and Covenant Not to Sue provided for in the Settlement Agreements;
2. I (we) am (are) a Class Member and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions submitted with this Claim Form for myself (ourselves) and not as

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

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agents of another, and have not assigned my (our) Released Claims to another;

5. I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to the release or any other part or portion thereof;

6. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;

7. I (we) hereby consent to the disclosure of, waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to, and instruct Settling Defendants or any authorized third party to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process;

8. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgment that may be entered in the Action;

9. I (we) agree to furnish such additional information with respect to this Claim Form as the Settlement Administrator or the Court may require; and

10. I (we) acknowledge that I (we) will be bound by and subject to the terms of the Judgment that will be entered in the Action if the Settlement is approved.

11. I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

This Form Must Be Submitted Online OR Postmarked
and Mailed No Later Than October 27, 2023.

SECTION B: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the Settlement, pursuant to the terms set forth in the Settlement Agreement, and by operation of law and the Final Judgment, I (we) shall be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties (as defined in the Settlement Agreement and/or Final Judgment).

By signing and submitting this Claim Form, I (we) consent to the disclosure of information relating to my (our) transactions in Swiss Franc LIBOR-Based Derivatives during the Class Period, and waive any protections provided by any applicable bank secrecy or data privacy laws (whether foreign or domestic), or any similar confidentiality protections with respect to information and transaction data relating to my (our) trades, for use in the claims administration process.

If signing as an Authorized Representative on behalf of an entity, I (we) certify that I (we) have legal rights and authorization from the entity to file this Claim Form on the entity's behalf.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Claimant is an individual filing on his or her own behalf)

Date: - -
MM DD YYYY

Print Name of Claimant (if Claimant is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date: - -
MM DD YYYY

Print Name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual (e.g., trustee, executor, administrator, custodian, or other nominee))

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON OCTOBER 27, 2023 OR POSTMARKED AND MAILED NO LATER THAN OCTOBER 27, 2023 TO:

**Swiss Franc LIBOR Class Action Settlement
c/o Epiq
P.O. Box 5585
Portland, OR 97228-5585**

For more information, call the Settlement Administrator at 1-855-914-4639 (or 1-503-994-1396 International),
or visit www.SwissFrancLIBORClassActionSettlement.com

Attachment 3

FUND LIQUIDATION HOLDINGS LLC, *et al.*,
Plaintiffs,
v.
CREDIT SUISSE GROUP AG, *et al.*,
Defendants.

Case No.: 1:15-cv-00871 (SHS)

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS

If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements, and you may be entitled to a portion of the settlement fund.

This Summary Notice is to alert you to proposed Settlements totaling **\$73,950,000** (the "Settlement Amount") reached with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (together, "TP ICAP"); Gottex Brokers SA ("Gottex"); and Velcor SA ("Velcor") (collectively, the "Settling Defendants") in a pending class action (the "Action").

The United States District Court for the Southern District of New York (the "Court") authorized this Summary Notice and has appointed the lawyers listed below to represent the Settlement Class in this Action:

Vincent Briganti
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfrancliborsettlement@lowey.com

Who is a member of the Settlement Class?

The proposed Settlement Class consists of all Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011 (the "Class Period"). 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.

"Swiss Franc LIBOR-Based Derivatives" means: (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The other capitalized terms used in this Summary Notice are defined in the detailed Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members' Rights ("Notice") and in the Settlement Agreements, which are available at www.swissfrancliborclassactionsettlement.com.

If you are not sure if you are included in the Settlement Class, you can get more information, including the detailed Notice, at www.swissfrancliborclassactionsettlement.com or by calling toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396).

What is this lawsuit about and what do the Settlements provide?

Representative Plaintiffs allege that Defendants,¹ including certain Settling Defendants, unlawfully and intentionally agreed, combined and conspired to manipulate Swiss franc LIBOR and to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*, and the common law during the Class Period.

Representative Plaintiffs allege that certain Defendants, as members of the panel that set Swiss franc LIBOR (the "Contributor Bank

Defendants"), made artificial submissions that did not reflect the true cost of borrowing Swiss francs in the inter-bank money market but were, instead, intended to fix the prices of Swiss Franc LIBOR-Based Derivatives. Representative Plaintiffs also allege that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs allege that Defendants caused the profitability of their own Swiss Franc LIBOR-Based Derivatives positions to increase and caused Class Members to be overcharged or underpaid in Swiss Franc LIBOR-Based Derivatives transactions.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, JPMorgan has agreed to pay a total of \$22,000,000; RBS has agreed to pay a total of \$21,000,000; Credit Suisse has agreed to pay a total of \$13,750,000; Deutsche Bank has agreed to pay a total of \$13,000,000; ICAP has agreed to pay a total of \$2,100,000; and TP ICAP has agreed to pay a total of \$2,100,000 (collectively, the "Settlement Funds") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Settlement Funds, plus interest earned from the date they were established, less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Proof of Claim and Release forms ("Claim Forms").

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendant. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

Will I get a payment?

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¹ Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; InterCapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

Attachment 4

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BUSINESS & FINANCE

Russia Nears Deals to Sell Gusher of Oil

State giant Rosneft is close to locking in buyers in biggest tender since war

Russia's state energy giant is close to striking long-term deals to sell substantial sup-

By Anna Hirtenstein,
Joe Wallace and
Costas Paris

plies of oil, a sign that Moscow can continue to count on petroleum exports to fund its war on Ukraine.

Rosneft Oil is arranging the sales through a tender, a type of auction, that is aimed at locking in buyers for millions of metric tons of crude and refined products over the next year, people familiar with the sale said. The prospective buyers are trading firms competing to send the oil to end users in Russia's biggest export markets, such as China, India and Turkey.

The tender is likely to be the largest since the war began, according to some of the people familiar with the sale. It could also be one of Rosneft's biggest in recent years and in-

volves a significant portion of the company's output, one of the people said.

There has been ample bidding demand, some of the people said. That is a stark turnaround from a year ago, when Rosneft failed to find buyers in a tender in the months after the start of the Ukraine war.

The precise volume of crude and products due to be awarded in the auction couldn't be determined. The sale could conclude in the coming days, some of the people said—though the process has taken longer than prewar tenders, and there is no guar-

antee that deals will be struck.

The tenders are seen as a more efficient way to sell large volumes of oil rather than by the individual boatload.

Rosneft is the heartbeat of Russia's economy and a major contributor to the budget through taxes, export tariffs and dividends. Its ability to pump oil to global markets at the highest possible price is vital to the Kremlin as Russia fights a costly war that has taken a toll on its economy.

Rosneft spokespeople didn't respond to requests for comment.

Strong supply of Russian oil has also been a factor in keeping global oil prices low in recent months.

The vast market for Russian oil has moved outside mainstream trading and shipping networks since the Ukraine invasion. Trading companies based in non-sanctioning countries in the Middle East and Asia that were little known before the war have emerged to handle crude and fuels. Western commodity houses, based in Switzerland and London, mostly wound down their operations.

Often, these upstarts do so through shell companies and other structures designed to conceal their involvement, as well as their ultimate ownership. These traders move much of the petroleum on ships in the so-called shadow fleet of tankers that ferry oil from countries subject to Western sanctions.

The Russian government

Difference in price between Russia's Urals crude and the Brent benchmark



Note: Data as of Wednesday
Source: S&P Global Commodity Insights

holds a large minority stake in Rosneft, one of the world's biggest oil-and-gas producers, via a state-owned holding company. Igor Sechin, an ally of Vladimir Putin since the Russian president was a municipal official in St. Petersburg in the early 1990s, is Rosneft's powerful chief executive.

Rosneft has for years held auctions to regulate the flow of oil and establish prices that could underpin sales through long-term contracts. Before the war, the company would look to award a portion of its crude exports in twice-yearly auctions. It would allocate products such as diesel and gasoline in a jumbo, once-a-year tender.

The auction adds to evidence that Rosneft and Moscow have had some success in countering the challenge posed by the invasion and

subsequent energy sanctions. The company reported an almost 10% rise in profit in 2022, before accounting for taxes, interest payments and depreciation. Profits rose 25% in the first quarter of this year compared with the previous three months. For Russia, that has helped to ensure that a dire economic outlook didn't turn into a disaster.

The sanctions combine an embargo on Russian oil in Europe, Moscow's traditional market, with an attempt to cap the price of sales to other regions. Crafted by the U.S. and its allies, they aim to deprive the Kremlin of revenue while keeping Russian oil flowing at a low price, and thus preventing a leap in world energy markets.

U.S. officials say the price cap, an untested policy before it began to take effect in December, has achieved those twin goals. Some traders and former Russian energy executives say this assessment is based on data that fail to capture the opaque ways in which money flows through Russia's oil market.

All but severed from Europe, Russia has funneled oil to Asia, the Middle East and Africa. It appears to be doing so at increasingly advantageous prices.

In the tender, Rosneft is on track to agree to crude prices with a relatively narrow discount to global benchmarks, some of the people said. For Russia's flagship crude, Urals, that discount ballooned after the invasion.

Patterson-UTL, NexTier Strike Agreement to Merge

By DEAN SEAL

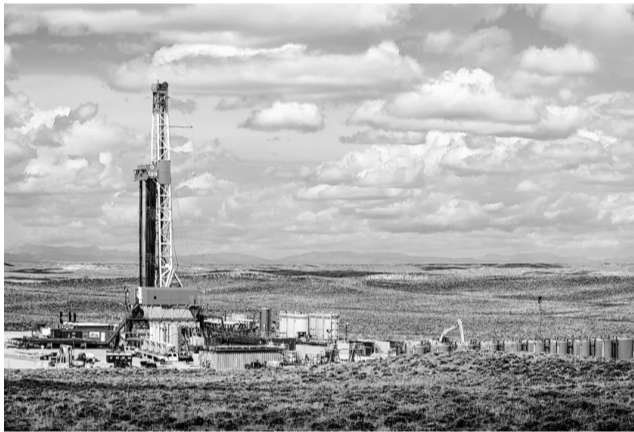
NexTier Oilfield Solutions and **Patterson-UTL Energy** have agreed to an all-stock merger to form a bigger player in the oil-field-services industry with an enterprise value of \$5.4 billion.

The deal has been approved by the boards of both companies. Once the transaction closes, shareholders of Patterson-UTL will own about 55% of the new company, while NexTier shareholders will own the remaining 45%.

"As one company, we will have a significantly expanded, comprehensive portfolio of oil-field-services offerings across the most active producing basins in the United States, along with operations in Latin America," Patterson-UTL Chief Executive Andy Hendricks said.

The Wall Street Journal reported Monday that the two Houston-based companies were holding talks for a possible tie-up. The oil-field-services industry is becoming more consolidated as it caters to a shrinking pool of oil- and gas-producing clients, which has created the need for fewer but larger providers, according to analysts.

Deals in the space have revved up after energy producers pulled in a deluge of cash last year when Russia's invasion of Ukraine sent oil and gas prices to multiyear highs. **Exxon Mobil** is on the prowl for a blockbuster deal and has held early acquisition talks with **Pioneer Natural Resources**,



WILLIAM CAMPBELL/CORBIS/GETTY IMAGES

The tie-up is expected to start boosting earnings by 2024.

while **Chevron** recently spent more than \$6 billion to acquire a rival with sizable operations in Texas and Colorado.

Going into their merger, NexTier has a market capitalization of just under \$2 billion after its shares dropped roughly 11% over the past 12 months. Shares of Patterson-UTL have fallen nearly 33% in the same period, giving it a market value of about \$2.2 billion.

The combined company would operate under the name Patterson-UTL Energy, trade under Patterson's current ticker symbol, PTEN, and maintain a corporate headquarters in Houston. The company's well-completion business would operate under the NexTier Completions brand.

Hendricks is set to take over as the new company's president and chief executive, while Rob-

ert Drummond, who serves in those positions for NexTier, would be installed as vice chair of the combined company's board.

The merger will allow Patterson-UTL, which is largely focused on onshore-drilling services, to get more into fracking. NexTier, which was born out of a 2019 merger between C&J Energy Services and Keane Group, is a provider of well-completion and production services that doubled its revenue to \$3.24 billion last year thanks to higher prices and increased fracking activity.

The business combination is expected to start boosting earnings by 2024 and generate about \$200 million in annual cost savings and synergies within 18 months after the deal closes. The merger is expected to close in the fourth quarter, pending regulatory approvals.

level in at least 30 years. Nationwide prices have since dropped more than 27%, as the summer driving season kicks into high gear.

While Saudi Arabia and other members of the Organization of the Petroleum Exporting Countries have attempted to backstop oil prices in recent months with a series of production cuts, they have contended with global pressure spanning physical and financial markets.

Russia's seaborne crude exports were up 18% through June 11 compared with the same period in 2022, according to TankerTrackers.com, surging amid Western restrictions that many analysts expected to curb supplies. The online research firm put Iranian shipments, which face U.S. sanctions, up 45% year over year.

Those and other new supplies have arrived as businesses across the U.S. and Europe pulled back on imports, cutting global demand for the use of fuel-hungry cargo ships

carrying containers of goods across oceans and diesel-guzzling trucks hauling the products to warehouses and stores.

"Manufacturing globally is already contracting," Saad Rahim, chief economist for Trafigura, wrote in the trading house's midyear financial report.

Some analysts expect oil prices to rebound in the second half as OPEC cuts take hold, petroleum inventories dwindle and growth in domestic output slows. U.S. producers recently idled 15 rigs that drill for crude in a week, the sharpest decline in oil-patch activity since the Covid lockdowns.

Those changes will play out in what Bank of America recently described as a battle royal between physical commodity markets and central bankers. Fed officials voted unanimously on Wednesday to pause rate increases, but a majority penciled in two more increases this year and lifted expectations for U.S. growth and inflation.

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CLASS ACTION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FUND LIQUIDATION HOLDINGS LLC, *et al.*,
Plaintiffs,
v.
CREDIT SUISSE GROUP AG, *et al.*,
Defendants.

Case No.: 1:15-cv-00871 (SHS)

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS

If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements, and you may be entitled to a portion of the settlement fund.

This Summary Notice is to alert you to proposed Settlements totaling **\$73,950,000** (the "Settlement Amount") reached with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a InterCapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (together, "TP ICAP"); Gottex Brokers SA ("Gottex"); and Velcor SA ("Velcor") (collectively, the "Settling Defendants") in a pending class action (the "Action").

The United States District Court for the Southern District of New York (the "Court") authorized this Summary Notice and has appointed the lawyers listed below to represent the Settlement Class in this Action:

Vincent Briganti
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7221
E-mail: swissfranciborsettlement@lowey.com

Who is a member of the Settlement Class?

The proposed Settlement Class consists of all Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011 (the "Class Period"). 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.

"Swiss Franc LIBOR-Based Derivatives" means: (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFEE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The other capitalized terms used in this Summary Notice are defined in the detailed Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members' Rights ("Notice") and in the Settlement Agreements, which are available at www.swissfranciborclassactionsettlement.com.

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What is this lawsuit about and what do the Settlements provide?

Representative Plaintiffs allege that Defendants,¹ including certain Settling Defendants, unlawfully and intentionally agreed, combined and conspired to manipulate Swiss franc LIBOR and to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*, and the common law during the Class Period.

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Representative Plaintiffs allege that certain Defendants, as members of the panel that set Swiss

franc LIBOR (the “Contributor Bank Defendants”), made artificial submissions that did not reflect the true cost of borrowing Swiss francs in the inter-bank money market but were, instead, intended to fix the prices of Swiss Franc LIBOR-Based Derivatives. Representative Plaintiffs also allege that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs allege that Defendants caused the profitability of their own Swiss Franc LIBOR-Based Derivatives positions to increase and caused Class Members to be overcharged or underpaid in Swiss Franc LIBOR-Based Derivatives transactions.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs’ claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, JPMorgan has agreed to pay a total of \$22,000,000; RBS has agreed to pay a total of \$21,000,000; Credit Suisse has agreed to pay a total of \$13,750,000; Deutsche Bank has agreed to pay a total of \$13,000,000; ICAP has agreed to pay a total of \$2,100,000; and TP ICAP has agreed to pay a total of \$2,100,000 (collectively, the “Settlement Funds”) in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Settlement Funds, plus interest earned from the date they were established, less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys’ fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the “Net Settlement Funds”) will be divided among all Class Members who file timely and valid Proof of Claim and Release forms (“Claim Forms”).

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Attachment 5



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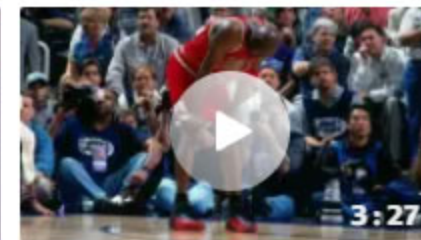
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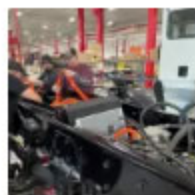
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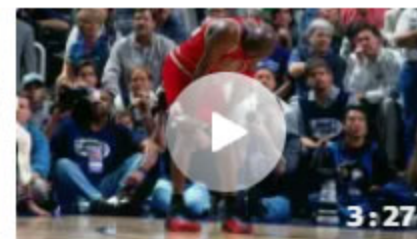
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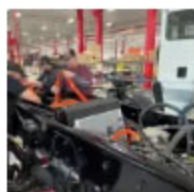
Symbol	Last Price	Change	% Change
BTC-USD	25,561.42	+638.16	+2.56%
Bitcoin USD			
ETH-USD	1,666.71	+30.23	+1.85%
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USDT-U...	1.00	+0.00	+0.13%



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USDT-U... Tether USD	1.00	+0.00	+0.13%
BNB-USD BNB USD	235.02	+2.68	+1.15%
USDC-U... USD Coin USD	1.00	+0.00	+0.01%



S&P Futures
4,433.50
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Dow Futures
34,445.00
+25.00 (+0.07%)

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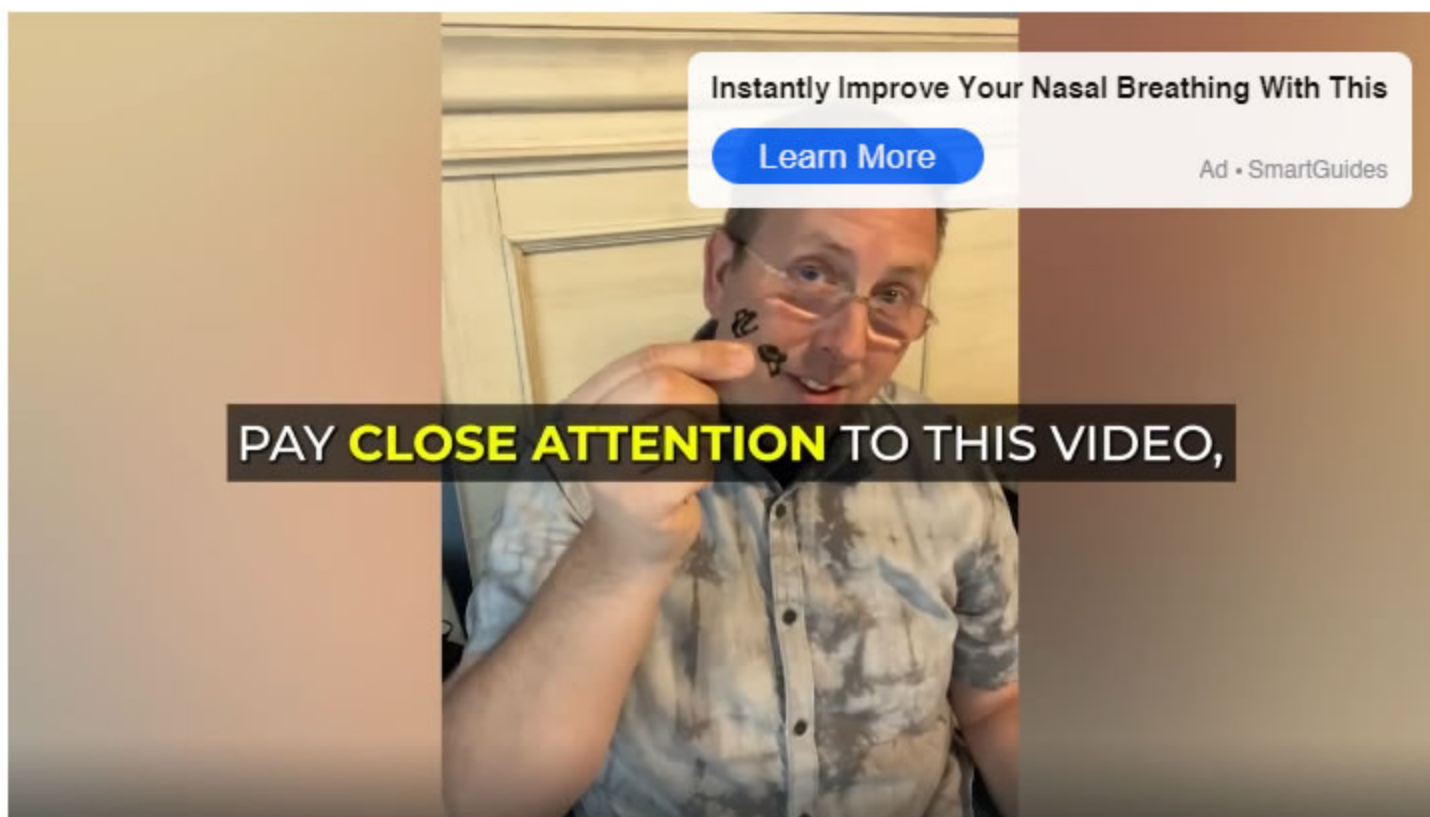
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Stock futures languish with economy in focus: Stock market news today

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Karen Friar · Editor

Fri, June 16, 2023 at 7:06 AM EDT

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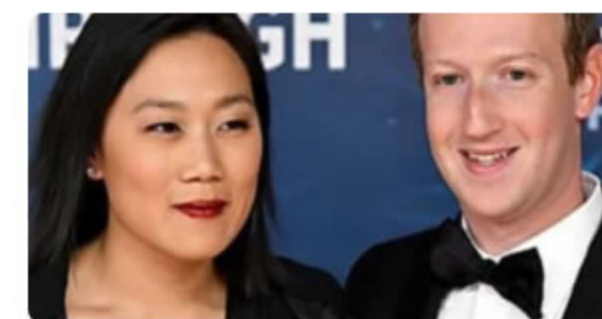
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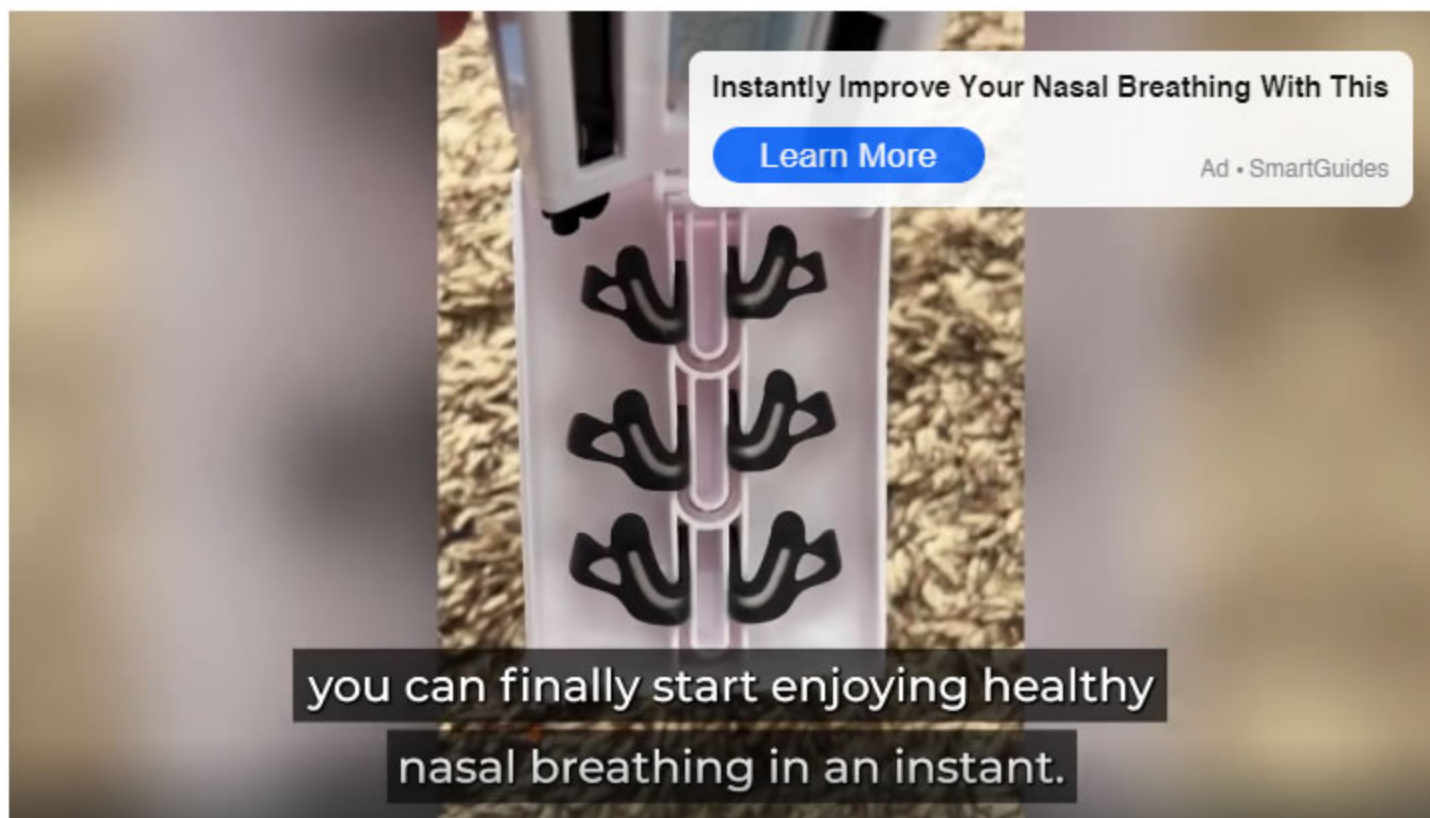
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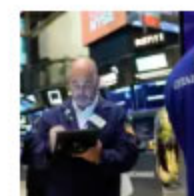
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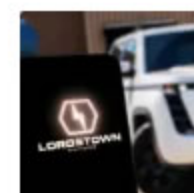
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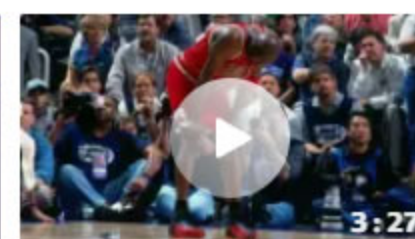
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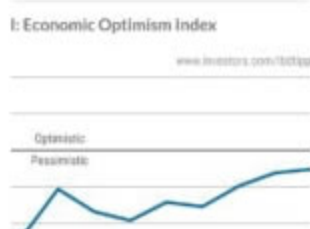
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Volume: 9.5 Mil

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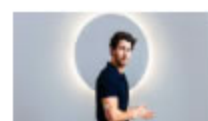
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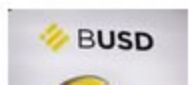
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[Walt Disney](#) Co. [DIS -0.89%](#) ▼ Chief Financial Officer Christine McCarthy, who [has been a key executive](#) at the entertainment giant for more than two decades, is stepping down.

If you had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements.

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As central banks go in different directions, most capital markets remain linked to the dollar



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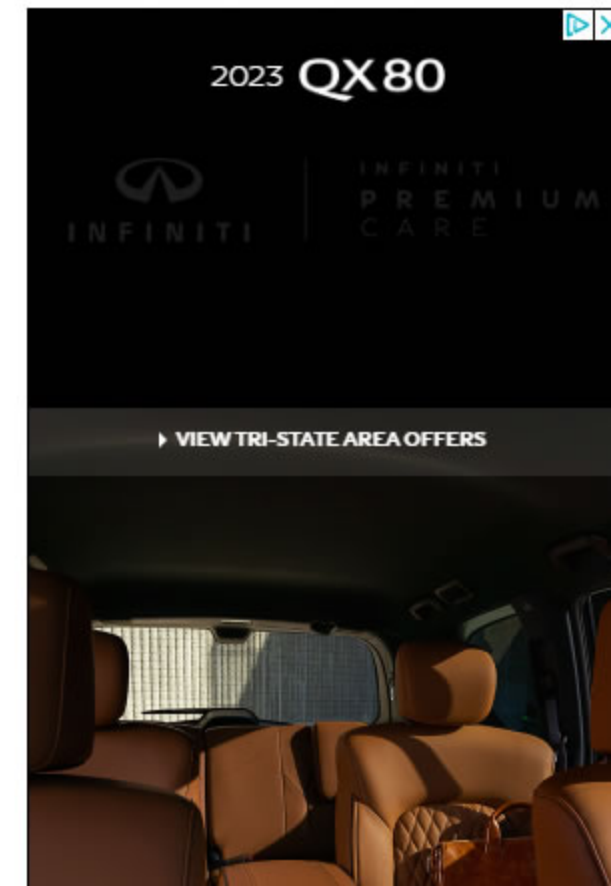
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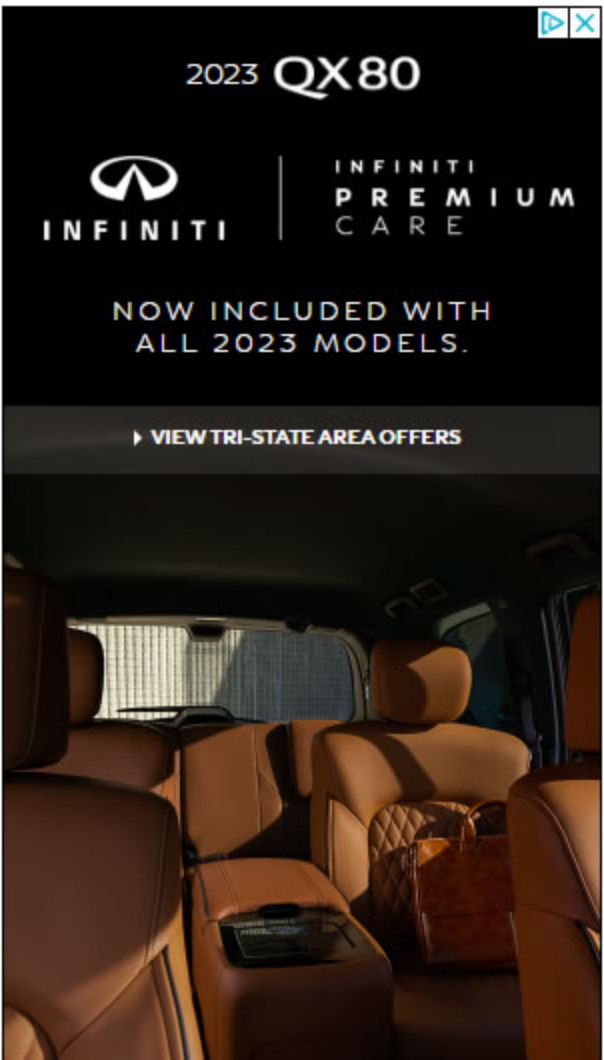
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While the Federal Reserve delivered a hawkish statement, Chair Jerome Powell held what markets viewed as a dovish press conference Wednesday. Photo: Sarah Silbiger



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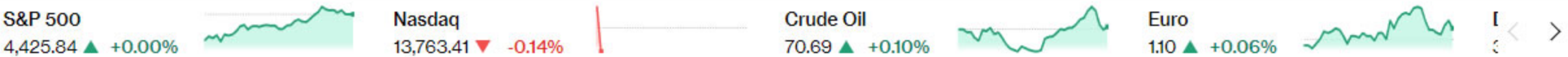
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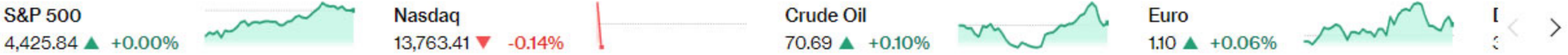
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Cannabis	79
Chemicals	78
Computers - Hardware	99
Computers - Networks	89
Computers - Semiconductors	108
Computers - Software	356
Conglomerates	7
Consumer Durables	19
Consumer Non-Durables	36
Cryptocurrency Industry	54
Delisted	425
Education	22
Electronics and components	284
Food - Beverages	159
Food - Processing and Agriculture	136

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Applied UV, Inc
(NASDAQ: AUVI)

Applied UV Retains
Quantiva™ to
Integrate AI and
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Cannabis	79
Chemicals	78
Computers - Hardware	99
Computers - Networks	89
Computers - Semiconductors	108
Computers - Software	356
Conglomerates	7
Consumer Durables	19
Consumer Non-Durables	36
Cryptocurrency Industry	54
Delisted	425
Education	22
Electronics and components	284
Food - Beverages	159
Food - Processing and Agriculture	136
Gaming and Casinos	8

InvestorsHub NewsWire 06/15/2023

Applied UV, Inc
(NASDAQ: AUVI)

**Applied UV Retains
Quantiva™ to
Integrate AI and
Machine Learning
Capabilities into its
PURONet™ and
Airocide™
Systems**

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If you had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements.

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INTU +0.38%

NFLX -0.18%

ADP +0.30%

SBUX +0.34%

CHTR -0.02%

MRNA +1.98%

AMZN -0.97%

META -0.08%

AMD -1.61%

NVDA +0.54%

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Andrew Kelly - Reuters / stock.adobe.com

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Daily Markets: Markets Ease Into Holiday Weekend

The uncertainty surrounding the Fed's next move has been cleared, which should lead to a relatively quiet day for trading ahead of the Juneteenth holiday.

1 hour ago • Chris Versace, Mark Abssy



Jun 16, 2023 9:45 AM ET

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Volume: 730,806,417



NDX
NASDAQ-100
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Attachment 6

If you had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements, and you may be entitled to a portion of the settlement fund

NEWS PROVIDED BY
Lowey Dannenberg, P.C. →
16 Jun, 2023, 09:00 ET

WHITE PLAINS, N.Y., June 16, 2023 /PRNewswire/ --

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

FUND LIQUIDATION HOLDINGS LLC, *et al.*, Case No.: 1:15-cv-00871 (SHS)


Plaintiffs,

v.

CREDIT SUISSE GROUP AG, *et al.*,

Defendants.

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS

If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011, your rights may be affected by pending class action settlements, and you may be entitled to a 

portion of the settlement fund.

This Summary Notice is to alert you to proposed Settlements totaling **\$73,950,000** (the "Settlement Amount") reached with Credit Suisse Group AG and Credit Suisse AG (collectively "Credit Suisse"); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, "Deutsche Bank"); JPMorgan Chase & Co. ("JPMorgan"); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) ("RBS"); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together "ICAP"); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (together, "TP ICAP"); Gottex Brokers SA ("Gottex"); and Velcor SA ("Velcor") (collectively, the "Settling Defendants") in a pending class action (the "Action").

The United States District Court for the Southern District of New York (the "Court") authorized this Summary Notice and has appointed the lawyers listed below to represent the Settlement Class in this Action:

Vincent Briganti
 Lowey Dannenberg, P.C.
 44 South Broadway, Suite 1100
 White Plains, NY 10601
 Telephone: (914) 733-7221
 E-mail: swissfrancliborsettlement@lowey.com

Who is a member of the Settlement Class?

The proposed Settlement Class consists of all Persons (including both natural persons and entities) who purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period of January 1, 2001 through December 31, 2011 (the "Class Period"). 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.

"Swiss Franc LIBOR-Based Derivatives" means: (i) a three-month Euro Swiss franc futures contract on the London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (ii) a Swiss franc currency futures contract on the Chicago Mercantile Exchange ("CME"); (iii) a Swiss franc LIBOR-based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iv) an option on a Swiss franc LIBOR-based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) a Swiss franc currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vi) a Swiss franc LIBOR-based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

"Swiss franc LIBOR" means the London Interbank Offered Rate for the Swiss franc.

The other capitalized terms used in this Summary Notice are defined in the detailed Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon, and Class Members' Rights ("Notice") and in the Settlement Agreements, which are available at **www.swissfrancliborclassactionsettlement.com**.

If you are not sure if you are included in the Settlement Class, you can get more information, including the detailed Notice, at **www.swissfrancliborclassactionsettlement.com** or by calling toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396).

What is this lawsuit about and what do the Settlements provide?

Representative Plaintiffs allege that Defendants,¹ including certain Settling Defendants, unlawfully and intentionally agreed, combined and conspired to manipulate Swiss franc LIBOR and to fix the prices of Swiss Franc LIBOR-Based Derivatives in violation of the Sherman Act, 15 U.S.C. § 1, *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*, and the common law during the Class Period.

Representative Plaintiffs allege that certain Defendants, as members of the panel that set Swiss franc LIBOR (the "Contributor Bank Defendants"), made artificial submissions that did not reflect the true cost of borrowing Swiss francs in the inter-bank money market but were, instead, intended to fix the prices of Swiss Franc LIBOR-Based Derivatives. Representative Plaintiffs also allege that the Contributor Bank Defendants conspired with certain interdealer broker Defendants to manipulate Swiss franc LIBOR by disseminating false pricing information to the Swiss Franc LIBOR-Based Derivatives market. Representative Plaintiffs allege that Defendants caused the profitability of their own Swiss Franc LIBOR-Based Derivatives positions to increase and caused Class Members to be overcharged or underpaid in Swiss Franc LIBOR-Based Derivatives transactions.

The Settling Defendants maintain that they have good and meritorious defenses to Representative Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to settle the claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, JPMorgan has agreed to pay a total of \$22,000,000; RBS has agreed to pay a total of \$21,000,000; Credit Suisse has agreed to pay a total of \$13,750,000; Deutsche Bank has agreed to pay a total of \$13,000,000; ICAP has agreed to pay a total of \$2,100,000; and TP ICAP has agreed to pay a total of \$2,100,000 (collectively, the "Settlement Funds") in cash for the benefit of the proposed Settlement Class. If the Settlements are approved, the Settlement Funds, plus interest earned from the date they were established, less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys' fees, litigation expenses and costs, Incentive Awards for Representative Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Funds") will be divided among all Class Members who file timely and valid Proof of Claim and Release forms ("Claim Forms").

If the Settlements are approved, the Action will be resolved against the Settling Defendants and the Action will continue against the non-settling Defendant. If the Settlements are not approved, all Defendants will remain as defendants in the Action, and Representative Plaintiffs will continue to pursue their claims against Defendants.

Will I get a payment?

If you are a member of the Settlement Class and do not opt out, you will be eligible for a payment under the Settlements if you file a Claim Form. You may obtain more information at **www.swissfrancliborclassactionsettlement.com** or by calling toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396).

Claim Forms must be postmarked by **October 27, 2023** or submitted online at **www.swissfrancliborclassactionsettlement.com** on or before 11:59 p.m. Eastern time on **October 27, 2023**.

What are my rights?

If you are a member of the Settlement Class and do not opt out, you will release certain legal rights against the Settling Defendants and Released Parties as explained in the detailed Notice and Settlement Agreements, which are available at **www.swissfrancliborclassactionsettlement.com**. If you do not want to take part in the proposed Settlements, you must opt out by **August 23, 2023**. You may object to the proposed Settlements, the Distribution Plan, and/or Lead Counsel's request for attorneys' fees, payment of litigation costs and expenses, and any Incentive Awards to Representative Plaintiffs. If you want to object, you must do so by **August 23, 2023**. Information on how to opt out or object is contained in the detailed Notice, which is available at **www.swissfrancliborclassactionsettlement.com**.

When is the Fairness Hearing?

The Court will hold a hearing from the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan U.S. Courthouse, Courtroom 23A, located at 500 Pearl Street, New York, NY 10007, on **September 27, 2023** at **10:00 A.M.** Eastern Time to consider whether to finally approve the proposed Settlements, Distribution Plan, the application for an award of attorneys' fees and payment of litigation costs and expenses, and the application for Incentive Awards for the Representative Plaintiffs. You or your lawyer may ask to participate and speak at the hearing, but you do not have to. Any changes to the time and place of the Fairness Hearing, or other deadlines, will be posted to **www.swissfrancliborclassactionsettlement.com** as soon as is practicable.

For more information, call toll-free 1-855-914-4639 (if calling from outside the United States or Canada, call 1-503-994-1396) or visit www.swissfrancliborclassactionsettlement.com.

****** Please do not call the Court or the Clerk of the Court for information about the Settlements. ******

¹ Defendants are: Credit Suisse Group AG; Credit Suisse AG; Deutsche Bank AG; DB Group Services (UK) Limited; JPMorgan Chase & Co.; NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc); UBS AG; TP ICAP plc; Tullett Prebon Americas Corp (f/k/a Tullett Prebon Holdings Corp.); Tullett Prebon (USA) Inc.; Tullett Prebon Financial Services LLC (f/k/a Tullett Liberty Securities LLC); Tullett Prebon (Europe) Limited; ICAP Europe Limited; ICAP Securities USA LLC; Cosmorex AG; NEX Group plc; Intercapital Markets LLC (f/k/a ICAP Capital Markets LLC); Gottex Brokers SA; and Velcor SA.

SOURCE Lowey Dannenberg, P.C.



Attachment 7

Fund Liquidation Holdings LLC, et al., v. Credit Suisse Group AG, et al.

Case No.: 1:15-cv-00871 (SHS)

Welcome to the website for the Swiss Franc LIBOR Class Action Settlement.

If you purchased, sold, held, traded, or otherwise had any interest in Swiss Franc LIBOR-Based Derivatives during the period from January 1, 2001, through December 31, 2011 (the “Class Period”) you may be Affected by Class Action Settlements.

You may be eligible to receive a payment from the settlements reached between Representative Plaintiffs and Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (together, “ICAP”); JPMorgan Chase & Co. (“JPMorgan”); NatWest Markets Plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (collectively, “TP ICAP”); Gottex Brokers SA (“Gottex”); and Velcor SA (“Velcor” and collectively with Credit Suisse, Deutsche Bank, ICAP, JPMorgan, RBS, TP ICAP, and Gottex, the “Settling Defendants”) totaling **\$73,950,000** in the above-captioned case.

PLEASE READ THIS WEBSITE AND THE [NOTICE](#) CAREFULLY. This website and the Notice explain important rights you may have, including the possible receipt of cash from the Settlements. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

The [Frequently Asked Questions](#) page of this website has more information on your rights as a Settlement Class Member in this Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Distribution Plan, which are available [here](#).

Your Legal Rights and Options in This Settlement

Do Nothing	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements and you will be bound by past and any future Court rulings, including rulings on the Settlements, if approved, and the settlement releases. See FAQ 17 & FAQ 18 .
File a Claim	The only way to receive your share of the Net Settlement Fund is to complete and electronically submit a timely and valid Claim Form to the Settlement Administrator online, here , no later than October 27, 2023 , or to mail your completed Claim Form so that it is <i>postmarked</i> no later than October 27, 2023 . See FAQ 12 .

Important Dates


January 1, 2001 through December 31, 2011	Settlement Class Period
October 27, 2023	Deadline to Submit a Claim Form
August 23, 2023	Deadline to Exclude yourself from the Settlement Class
August 23, 2023	Deadline to Object
September 27, 2023, at 10 a.m. Eastern Time	Settlement Fairness Hearing

Start Your Claim

Exclude Yourself From the Settlements	If you wish to exclude yourself from the Settlement Class for the Settlements, you must submit by U.S. first class 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) or deliver a written request to the Settlement Administrator so that it is <i>received</i> by August 23, 2023 . If you exclude yourself, you will not be bound by the Settlements, if approved, or the settlement releases, and you will not be eligible for any payment from the Settlements. See FAQ 19 - FAQ 23 .
Object to the Settlements	If you wish to object to any of the Settlements, you must file a written objection with the Court and serve copies on Lead Counsel and Settling Defendants' counsel so that the written objection is <i>received</i> by August 23, 2023 . You must be and remain within the Settlement Class in order to object. See FAQ 24 and FAQ 25 .
Participate at the Fairness Hearing	You may ask the Court for permission to speak about the Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Lead Counsel and Settling Defendants' counsel so that it is <i>received</i> by August 23, 2023 . The Fairness Hearing is scheduled for September 27, 2023, at 10 a.m. Eastern Time . See FAQ 28 - FAQ 30 .
Appear Through an Attorney	You may enter an appearance through your own counsel at your own expense. See FAQ 30 .

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Questions? Contact the Settlement Administrator at 1-855-914-4639 (U.S.) (Toll-Free).

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

FUND LIQUIDATION HOLDINGS LLC, as assignee and successor-in-interest to SONTERRA CAPITAL MASTER FUND LTD., FRONTPOINT EUROPEAN FUND, L.P., FRONTPOINT FINANCIAL SERVICES FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP ENHANCED FUND, L.P., FRONTPOINT HEALTHCARE FLAGSHIP FUND, L.P., FRONTPOINT HEALTHCARE HORIZONS FUND, L.P., FRONTPOINT FINANCIAL HORIZONS FUND, L.P., FRONTPOINT UTILITY AND ENERGY FUND L.P., HUNTER GLOBAL INVESTORS FUND I, L.P., HUNTER GLOBAL INVESTORS OFFSHORE FUND LTD., HUNTER GLOBAL INVESTORS SRI FUND LTD., HG HOLDINGS LTD., HG HOLDINGS II LTD., RICHARD DENNIS, and the CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG, JPMORGAN CHASE & CO., NATWEST MARKETS PLC, UBS AG, DEUTSCHE BANK AG, DB GROUP SERVICES UK LIMITED, TP ICAP PLC, TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED, COSMOREX AG, ICAP EUROPE LIMITED, ICAP SECURITIES USA LLC, NEX GROUP LIMITED, INTERCAPITAL CAPITAL MARKETS LLC, GOTTEX BROKERS SA, VELCOR SA AND JOHN DOE NOS. 1-50,

Defendants.

Docket No. 15-cv-00871
(SHS)

**DECLARATION OF VINCENT BRIGANTI IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENTS WITH JPMORGAN CHASE & CO., NATWEST
MARKETS PLC (F/K/A THE ROYAL BANK OF SCOTLAND PLC), DEUTSCHE
BANK AG, DB GROUP SERVICES (UK) LTD., CREDIT SUISSE GROUP AG,
CREDIT SUISSE AG, NEX GROUP PLC, NEX INTERNATIONAL LIMITED (F/K/A
ICAP PLC), ICAP CAPITAL MARKETS LLC (N/K/A INTERCAPITAL CAPITAL
MARKETS LLC), ICAP SECURITIES USA LLC, ICAP EUROPE LIMITED, TP ICAP
PLC (F/K/A TULLETT PREBON PLC AND N/K/A TP ICAP FINANCE PLC),
TULLETT PREBON AMERICAS CORP., TULLETT PREBON (USA) INC., TULLETT
PREBON FINANCIAL SERVICES LLC, TULLETT PREBON (EUROPE) LIMITED,
COSMOREX AG, GOTTEX BROKERS SA, AND VELCOR SA**

Pursuant to 28 U.S.C. § 1746, I, Vincent Briganti, hereby declare as follows:

1. I am a member of the Bar of this Court, and the Chairman and a shareholder of the law firm Lowey Dannenberg, P.C., counsel for Plaintiffs¹ and the court-appointed settlement class counsel in the above-referenced Action (“Lowey” or “Class Counsel”).

2. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlements with (1) JPMorgan Chase & Co. (“JPMorgan”); (2) NatWest Markets plc (f/k/a The Royal Bank of Scotland plc) (“RBS”); (3) Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”); (4) Credit Suisse Group AG and Credit Suisse AG (collectively, “Credit Suisse”); (5) NEX Group plc, NEX International Limited (f/k/a ICAP plc), ICAP Capital Markets LLC (n/k/a Intercapital Capital Markets LLC), ICAP Securities USA LLC, and ICAP Europe Limited (collectively, “ICAP”); and (6) TP ICAP plc (f/k/a Tullett Prebon plc and n/k/a TP ICAP Finance plc), Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, and Cosmorex AG (together, “TP ICAP”), Gottex Brokers SA (“Gottex”), and Velcor SA (“Velcor” and, collectively with TP ICAP and Gottex, the “Settling Brokers”),² and Class Counsel’s Motion for Award of Attorneys’ Fees and Reimbursement of Expenses and Plaintiffs’ Request for Incentive Awards (the “Fee and Expense Application”).

¹ “Plaintiffs” are California State Teachers’ Retirement System (“CalSTRS”), Richard Dennis, and Fund Liquidation Holdings LLC (“FLH”).

² JPMorgan, RBS, Deutsche Bank, Credit Suisse, ICAP and the Settling Brokers are collectively referred to as the “Settling Defendants.” The Stipulations and Agreements of Settlements as to the Settling Defendants (the “Settlement Agreements”) are attached to the Declarations of Vincent Briganti in support of the motions for preliminary approval of the Settlements. *See* ECF Nos. 151-1 (the “JPMorgan Settlement Agreement”), 384-1 (the “RBS Settlement Agreement”), 384-2 (the “Deutsche Bank Settlement Agreement”), 391-1 (the “Credit Suisse Settlement Agreement”), 432-1 (the “ICAP Settlement Agreement”), and 454-1 (the “Settling Brokers Settlement Agreement”). Unless otherwise defined, capitalized terms in this memorandum of law have the same meaning as in the Settlement Agreements.

I. INTRODUCTION

3. The Settlements provide a total of \$73,950,000 (the “Settlement Fund”) for the benefit of the Settlement Class and substantial cooperation that will be used to prosecute the Action against the remaining non-settling Defendant, UBS AG (“UBS”). The Settlements provide the Settlement Class with a substantial and certain recovery and reduce the risk, expense, and delay associated with further prosecuting the Action, including the risk that the Settlement Class would achieve less than the amount gained through the Settlements or nothing at all after years of further litigation and a trial on the merits.

4. The Settlements were the product of arm’s length negotiations among highly experienced counsel. Plaintiffs and Class Counsel had a thorough understanding of the strengths and weaknesses of the claims asserted in the Action at the time they reached the Settlements, having litigated this Action for over eight years in this Court and at the Second Circuit.

5. For these reasons and based on the work and investigation performed in this Action, Class Counsel believe that the Settlements represent an excellent resolution for the Settlement Class, and the Settlements should be approved. Additionally, the Distribution Plan should also be approved to apply to the Settlements.

6. With respect to the Fee and Expense Application, the Class Notice advised that Plaintiffs’ Counsel³ would apply for an attorneys’ fee award of no more than 28% of the Settlement Fund, plus reimbursement of litigation costs and expenses not to exceed \$750,000, and interest on such attorneys’ fees, costs and expenses. The Class Notice also informed Class Members that Plaintiffs may seek service awards totaling no more than \$300,000 in the aggregate.

³ “Plaintiffs’ Counsel” means Class Counsel, and additional counsel for Plaintiffs (“Supporting Counsel”): Lovell Stewart Halebian Jacobson LLP (“Lovell Stewart”), Berman Tabacco, Kirby McInerney LLP (“Kirby McInerney”), Glancy Prongay & Murray LLP (“GP&M”), and appellate counsel Goldstein & Russell, P.C (“Goldstein & Russell”).

7. Consistent with the Class Notice, Class Counsel respectfully move for an attorneys' fee award of \$19,237,500 (approximately 26.01% of the Settlement Fund), plus reimbursement of \$342,926.76 in litigation costs and expenses since case inception to prosecute the Action, and interest on such attorneys' fees and litigation costs and expenses for the same time period and at the same rate as earned by the Settlement Fund until paid.

8. Class Counsel believe the requested attorneys' fee award is reasonable based on among other things, the *ex ante* retainer agreement between Class Counsel, Berman Tabacco, and CalSTRS, Plaintiffs' Counsel's efforts, the risk they undertook, and the results they achieved. The requested reimbursement for litigation costs and expenses should also be approved because the expenses were reasonably and necessarily incurred in the prosecution of the Action. In addition, Plaintiffs request Incentive Awards totaling \$90,000 to be shared among them, which Class Counsel believe are reasonable under the circumstances and should be granted.

9. Section II of this Declaration describes Class Counsel's work to prosecute this Action from its inception, including the negotiations with Settling Defendants that directly led to the Settlements. Section III sets forth Plaintiffs' Counsel's total fee-compensable hours invested in prosecuting the Action and the lodestar value of that work, as well as the litigation costs and expenses incurred since inception to prosecute the Action.

II. CLASS COUNSEL'S WORK ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS

A. Class Counsel's Investigation

10. Class Counsel conducted an extensive, multifaceted investigation over the last eight years regarding the Swiss Franc LIBOR-Based Derivatives market and the claims, defenses, and potential damages in this litigation.

11. After public disclosure of settlements, fines and penalties paid by UBS, RBS, JPMorgan and Credit Suisse (totaling in excess of \$2 billion) to government regulators, including the U.S. Commodity Futures Trading Commission (“CFTC”), U.S. Department of Justice (“DOJ”), U.K. Financial Services Authority (“FSA”), and European Commission (“EC”), relating to the alleged manipulation of Swiss franc LIBOR and the prices of Swiss Franc LIBOR-Based Derivatives, Class Counsel assembled a team of attorneys and other resources to assess the potential impact of the alleged manipulation on the Swiss Franc LIBOR-Based Derivatives market. Lowey had significant experience in this area, having already commenced several class action cases on behalf of market participants who were harmed by banks’ alleged manipulation of global financial benchmark interest rates such the London Interbank Offered Rate (“LIBOR”) for Japanese Yen (“Yen-LIBOR”), the Tokyo Interbank Offered Rate (“Euroyen TIBOR”), and the Euro Interbank Offered Rate (“Euribor”).

12. Class Counsel reviewed the regulatory orders and settlements publicly disclosed by, among others, the CFTC, DOJ, FSA, and EC involving several defendants. The regulatory settlements and orders, in some instances, specifically identified or alleged misconduct relating to Swiss franc LIBOR by certain Defendants.

13. Class Counsel also extensively reviewed and analyzed publicly available information relating to the alleged misconduct; expert and industry research regarding Swiss franc LIBOR and Swiss Franc LIBOR-Based Derivatives; and prior decisions of courts deciding related legal issues in other benchmark litigation cases.

14. Based on the firm’s experience in similar cases, Lowey further researched and identified useful market data and other sources of information concerning among other things, Swiss Franc LIBOR-Based Derivatives, the turnover in the Swiss Franc LIBOR-Based Derivatives

market in the United States, and the structure and function of the Swiss Franc LIBOR panel. The firm conferred with its clients, analyzed transaction records, and developed a litigation strategy. Class Counsel also analyzed the current state of the law, including in many of the cases which they litigated, to understand the strengths and weaknesses of pursuing this Action

15. At the outset and throughout the litigation, Class Counsel consulted with a range of experts that assisted with evaluating the size of the Swiss Franc LIBOR-Based Derivatives market. Based on an analysis performed by Plaintiffs' experts, who are experienced in developing econometric models for financial markets, Class Counsel estimated the potential damages caused by Defendants' alleged misconduct.

16. The experts gathered publicly available derivatives trading volume data from various sources, including Reuters, the Federal Reserve Bank of New York's U.S. based market surveys, and Bank for International Settlements ("BIS") Triennial Surveys, one of the most comprehensive sources of information on the size and structure of global foreign exchange and OTC derivative markets commonly used by economics experts to estimate market size and class-wide impact arising from interest rate manipulations. The experts analyzed the relevant Swiss Franc LIBOR-Based Derivatives data to determine the size of the affected market, controlling for factors including the volume of interdealer market transactions, the time to maturity for instruments, and the issue of data completeness.

B. Pleadings, Motions to Dismiss, and Appellate Work

17. Based on the regulatory findings as well as Lowey's investigation, on February 5, 2015, Class Counsel filed the initial Complaint against Credit Suisse Group AG, JPMorgan, RBS and UBS on behalf of FLH in the name of Sonterra Capital Master Fund, Ltd. ("Sonterra"), individually and on behalf of a proposed class of market participants transacting in Swiss Franc LIBOR-Based Derivatives. ECF No. 1. The Complaint alleged that the Action arose from

Defendants’ unlawful combination, agreement, and conspiracy to fix and restrain trade in and the intentional manipulation of the Swiss franc LIBOR and the prices of Swiss Franc LIBOR-Based Derivatives during the period of at least January 1, 2005 through at least December 31, 2009 (“Class Period”) in violation of the Sherman Antitrust Act, 15 U.S.C. §§ 1, *et seq.*, the Clayton Antitrust Act, 15 U.S.C. §§ 15-16, *et seq.* the Commodity Exchange Act, 7 U.S.C. §§ 1 *et seq.* (“CEA”), the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961 *et seq.*, and common law’s unjust enrichment.

18. Based on additional information they developed, Class Counsel then filed the First Amended Class Action Complaint (“FAC”) on June 19, 2015, adding Defendants Credit Suisse AG, BlueCrest Capital Management, LLP (“BlueCrest”), Deutsche Bank, and certain Plaintiffs,⁴ and expanding the class period from at least January 1, 2001 through at least December 31, 2011. ECF No. 36.

19. At the time of these initial filings, there were substantial risks in pursuing the Action. For example, there were questions whether the alleged multidirectional conspiracy would be deemed plausible enough to withstand a motion to dismiss, whether antitrust standing required a direct transaction between a plaintiff and a defendant, and whether the Court would find personal jurisdiction over non-U.S. based banks where the relevant rate was also set overseas. Based on their extensive legal research and experience with the same Defendants in other cases, Lowey understood what the likely areas of attack on a motion to dismiss and at class certification were and began to strategize on how to respond to those risks.

⁴ Frank Divitto was added as a plaintiff to the FAC as well as claims on behalf of FLH in the names of FrontPoint European Fund, L.P., FrontPoint Financial Services Fund, L.P., FrontPoint Healthcare Flagship Enhanced Fund, L.P., FrontPoint Healthcare Horizon Fund, L.P., FrontPoint Financial Horizons Fund, L.P., FrontPoint Utility and Energy Fund L.P. (collectively, “FrontPoint”); and Hunter Global Investors Fund I, L.P., Hunter Global Investors Fund II, L.P., Hunter Global Investors Offshore Fund Ltd., Hunter Global Investors Offshore Fund II Ltd., Hunter Global Investors SRI Fund Ltd., HG Holdings LTD., HG Holdings II Ltd. (collectively “Hunter”).

20. Lowey, as lead counsel, bore significant financial risks and devoted substantial resources, including the active involvement of several senior partners, to navigate the risks of the Action and to prepare a case that would have the best opportunity to ultimately achieve recovery for Class Members.

21. On August 18, 2015, Defendants Credit Suisse, Deutsche Bank, JPMorgan, RBS, and UBS moved to dismiss on personal jurisdiction grounds, for failure to state a claim, and for lack of subject matter jurisdiction. ECF Nos. 63-64, 73. That same day, Defendant BlueCrest also filed a motion to dismiss on personal jurisdiction grounds, for failure to state a claim, and other grounds. ECF Nos. 74-75. Defendants collectively filed three briefs totaling 100 pages and 10 declarations containing of 600 pages of exhibits in support of the motions to dismiss.

22. On August 20, 2015, Class Counsel requested leave to conduct jurisdictional discovery to oppose the lack of personal jurisdiction arguments raised in the motions to dismiss (ECF No. 78), which the Court denied. ECF No. 81.

23. On October 19, 2015, Class Counsel filed three briefs totaling 106 pages in opposition to the motions to dismiss. ECF Nos. 86, 88-89.

24. On November 18, 2015, Defendants collectively filed three reply briefs totaling 40 pages in support of the motions to dismiss. ECF Nos. 91-92, 94.

25. Over the next nearly two years, Class Counsel continued its legal research and investigation into the novel issues raised in this Action by reviewing any decisions that had any bearing on the issues in this Action. Class Counsel submitted 11 letters totaling 62 pages alerting the Court to supplemental authorities related to the pending motions to dismiss and opposing arguments advanced in letters submitted by Defendants. *See, e.g.*, ECF Nos. 101, 102, 106, 109, 115, 120, 127, 129, 137, 148, 165.

26. On August 2, 2017, the Court set oral argument on the pending motions to dismiss for August 14, 2017. ECF No. 155. In the days prior to the hearing, Class Counsel prepared and refined its arguments, incorporating the case law that had developed while the motion was pending. Attorneys discussed the possible areas of inquiry by the Court and strategized about the most effective responses to Defendants' likely counterarguments.

27. On September 25, 2017, the Court dismissed the FAC as to Defendants Credit Suisse, RBS, UBS, Deutsche Bank, and BlueCrest⁵ for, *inter alia*, lack of constitutional standing, lack of antitrust standing, failure to plead actual injury, failure to state a claim and for lack of personal jurisdiction without prejudice to file an amended complaint. ECF No. 170.

28. While the motion to dismiss was pending, Class Counsel continued their research and investigation and, critically, obtained valuable cooperation materials from JPMorgan in connection with a proposed class settlement that the Court preliminarily approved on August 16, 2017. *See* Section II.C *infra*; ECF No. 159. Class Counsel and additional Plaintiffs' Counsel quickly reviewed the documents and audio files provided by JPMorgan, and found what Plaintiffs contended was direct, "smoking gun" evidence not included in Defendants' government settlement. Using the cooperation materials and other information, on December 8, 2017, Class Counsel filed a Second Amended Class Action Complaint ("SAC") that bolstered the original allegations and addressed pleading deficiencies identified by the Court.⁶ ECF No. 185. Richard Dennis and CalSTRS joined the Action as Plaintiffs and additional Defendants⁷ allegedly involved in the manipulation were named.

⁵ JPMorgan withdrew from the motions to dismiss after reaching a settlement with Plaintiffs. *See infra*.

⁶ BlueCrest was removed as a defendant in the SAC.

⁷ Defendants TP ICAP plc, Tullett Prebon Americas Corp., Tullett Prebon (USA) Inc., Tullett Prebon Financial Services LLC, Tullett Prebon (Europe) Limited, Cosmorex AG, ICAP Europe Limited, ICAP Securities USA LLC,

29. On February 7, 2018, the Original Defendants⁸ moved to dismiss the SAC for lack of personal jurisdiction, failure to state a claim, and on the grounds that Plaintiffs lacked “capacity to sue” because FrontPoint, Sonterra, and Hunter were dissolved and therefore lacked Article III standing. ECF Nos. 223-28. The Original Defendants’ motion to dismiss the SAC included two briefs totaling 90 pages and two declarations that included 16 exhibits.

30. On April 6, 2018, the Broker Defendants filed a motion to dismiss the SAC for lack of personal jurisdiction and improper venue as to certain of the Broker Defendants, and for failure to state a claim upon which relief could be granted and lack of subject matter jurisdiction as to all Broker Defendants. ECF Nos. 254-64. The Broker Defendants’ motion to dismiss the SAC included a 75-page brief and nine declarations.

31. On April 16, 2018, Plaintiffs filed their opposition to the Original Defendants’ motion to dismiss the SAC for lack of personal jurisdiction and venue, arguing that the Original Defendants purposefully availed themselves of the United States by setting up trading operations to profit from trading Swiss Franc LIBOR-Based Derivatives, and the Original Defendants purposefully directed their manipulation and harmful effects at the United States by trading price-fixed financial products in the United States market. ECF No. 268. That same day, Plaintiffs filed their opposition to the Original Defendants motion to dismiss the SAC for lack of subject matter jurisdiction and failure to state a claim, arguing that Plaintiffs have: (1) Article III standing for all claims, (2) plausible antitrust claims, (3) antitrust standing, (4) valid CEA claims, (5) valid RICO claims, (6) plausibly alleged common law claims, and (7) timely claims; and that the Original

NEX Group plc, and Intercapital Capital Markets LLC, Velcor SA, and Gottex Brokers SA (collectively, the “Broker Defendants”).

⁸ The Original Defendants are Credit Suisse, RBS, UBS, and Deutsche Bank.

Defendants' capacity defense is meritless. Plaintiffs' two briefs in opposition to the Original Defendants' motion to dismiss the SAC totaled 84 pages.

32. On May 16, 2018, the Original Defendants filed two reply briefs totaling 35 pages in support of their motion to dismiss the SAC. ECF Nos. 281-82.

33. On June 4, 2018, Plaintiffs filed their oppositions to the Broker Defendants' motion to dismiss the SAC, arguing that the Broker Defendants were subject to specific personal jurisdiction because they purposefully availed themselves of the forum and directed harmful effects to the forum, and that Plaintiffs' claims should be sustained as they have Article III and antitrust standing, and alleged plausible antitrust and RICO claims. ECF Nos. 295-97. Plaintiffs' briefs in opposition to the Broker Defendants' motion to dismiss the SAC totaled 71 pages and included a declaration with ten exhibits attached.

34. On July 3, 2018, the Broker Defendants filed a 35-page reply brief in support of their motion to dismiss the SAC. ECF No. 307. Together with the Original Defendants' motion, the motions to dismiss the SAC comprised six memoranda of law totaling almost 250 pages, 13 declarations, and over 300 pages of exhibits.

35. Over the next year, Class Counsel continued its legal research and investigation into the novel issues raised in this Action. Class Counsel submitted 8 letters totaling 37 pages alerting the Court to supplemental authorities related to the pending motions to dismiss and opposing arguments advanced in letters submitted by Defendants. *See, e.g.*, ECF Nos. 314, 317, 327, 336, 345, 350, 355, 357.

36. On September 16, 2019, the Court issued its Opinion and Order granting Defendants' motions to dismiss the SAC. ECF No. 358. The Court held that Sonterra did not have Article III standing to initiate the case because it did not exist at the time of filing. Further, the

Court held that substitution of a new class representative with standing to sue would not cure the lack of subject matter jurisdiction. *Id.*

37. On October 16, 2019, Plaintiffs filed a Notice of Appeal to the United States Court of Appeals for the Second Circuit (“Second Circuit”) from the Court’s September 16, 2019 decision. ECF No. 362. On November 27, 2019, Plaintiffs filed a motion to hold the appeal in abeyance and to remove the Appeal from the Second Circuit’s expedited calendar due to the more advanced status of an appeal before the Second Circuit with similar issues that were central to Plaintiffs’ Appeal, *Fund Liquidation Holdings LLC, et al. v. Bank of Am. Corp., et al.*, No. 19-2719 (2d Cir.) (the “SIBOR Appeal”). The SIBOR Appeal similarly involved: (1) antitrust claims against a group of financial institutions for allegedly conspiring to manipulate a benchmark interest rate for the purpose of profiting from financial products tied to that benchmark; and (2) a district court dismissal for lack of subject matter jurisdiction because the action was initially filed in the name of dissolved entities that plaintiffs assert had assigned their claims prior to dissolution.

38. While the appeal of this Action was pending, the Second Circuit issued its decision to vacate the judgment of the district court and remand the SIBOR Appeal for further proceedings. *Fund Liquidation Holdings LLC v. Bank of Am. Corp.*, 991 F.3d 370 (2d Cir. 2021).

39. In light of the Second Circuit’s decision, on June 24, 2021, Plaintiffs and Defendants jointly moved the Second Circuit to vacate this Court’s September 16, 2019 Opinion and Order and remand the Action. The parties agreed that the SIBOR Appeal decision rendered the full litigation of Plaintiffs’ appeal unnecessary, but they did not agree on any further consequences that the SIBOR Appeal decision should have on this Action. *See Motion to Remand Appeal and to Vacate Judgment, Sonterra Capital Master Fund, Ltd. v. Credit Suisse Group AG, et al.*, No. 19-3367 (2d Cir.), ECF No. 85 (June 24, 2021).

40. On September 21, 2021, the Second Circuit issued a decision vacating the Court's September 16, 2019 decision and remanding the case for further proceedings. ECF No. 367.

41. While the Action was on appeal and continuing after the Action was remanded, Class Counsel met with and ultimately negotiated class settlements with RBS, Deutsche Bank, and Credit Suisse. *See* Section II.C *infra*. As part of these settlements, RBS and Deutsche Bank provided cooperation materials, including documents and audio files, that Class Counsel and additional Plaintiffs' Counsel reviewed in detail to augment Plaintiffs' allegations and claims. Using this information, on November 23, 2022, Plaintiffs filed their Third Amended Complaint ("TAC"). ECF No. 403.

42. UBS, TP ICAP, Gottex and Velcor (the "TAC Defendants") filed their motion to dismiss the TAC on January 27, 2023, arguing: (1) Plaintiffs lack Article III standing; (2) Plaintiffs' antitrust claims should be dismissed; (3) Plaintiffs' RICO claims should be dismissed; (4) Plaintiffs' state law claims should be dismissed; (5) the foreign Defendants are not subject to personal jurisdiction; (6) improper venue; and (7) Plaintiffs' claims against the Broker Defendants are time-barred. ECF Nos. 414, 416-22.⁹ The TAC Defendants filed two briefs totaling 100 pages and two declarations in support of their motion to dismiss the TAC.

43. On March 27, 2023, Plaintiffs filed a 59-page brief in opposition to the motion to dismiss the TAC, arguing that Plaintiffs have Article III and Antitrust standing, that its claims are plausible and timely, and that Defendants are subject to personal jurisdiction. ECF No. 436.

44. On April 27, 2023, UBS filed a 30-page brief in support of their motion to dismiss the TAC.¹⁰ The motion to dismiss the TAC is pending before the Court.

⁹ ICAP reached a class settlement in principle with Plaintiffs and did not join the motion.

¹⁰ On April 13, 2023, Plaintiff and the Settling Brokers advised the Court that they had reached a settlement in principle. As a result, the Settling Brokers were no longer parties to the motion.

C. Settlement Negotiations

45. At the time the Settlement Agreements were being negotiated, Class Counsel had a wealth of experience to draw on from similar benchmark litigation cases. Class Counsel serves as lead or co-lead counsel in at least seven class actions (including this one) bringing antitrust and/or Commodity Exchange Act claims against financial institutions for the manipulation of global benchmark interest rates. *See Laydon v. Mizuho Bank, Ltd.*, No. 12-cv-3419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 15-cv-5844 (GBD) (S.D.N.Y.) (involving the London Interbank Offered Rate (“LIBOR”) for Japanese Yen (“Yen-LIBOR”) and the Tokyo Interbank Offered Rate (“Euroyen TIBOR”)); *Sullivan v. Barclays plc*, No. 13-cv-2811 (PKC) (S.D.N.Y.) (involving the Euro Interbank Offered Rate (“Euribor”)); *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (involving the Australian Bank Bill Swap Rate (“BBSW”)); *Fund Liquidation Holdings LLC, et al. v. Citibank, N.A., et al.*, No. 16-cv-05263 (AKH) (S.D.N.Y.) (involving the Singapore Interbank Offered Rate (“SIBOR”) and the Singapore Swap Offer Rate (“SOR”)); *Sonterra Capital Master Fund Ltd., et al. v. Barclays Bank PLC, et al.*, No. 15-cv-03538 (VSB) (S.D.N.Y.) (involving Sterling LIBOR). This experience along with Class Counsel’s work in the Action provided ample background for Class Counsel to develop an effective settlement strategy and knowledgeably enter negotiations with each of the Settling Defendants.

1. JPMorgan

46. The negotiations with JPMorgan took place over 7 months, starting approximately in November 2016 and continuing until the Settlement Agreement was executed on June 2, 2017.

47. After an initial phone call in November 2016, Class Counsel met with JPMorgan’s counsel at the New York offices of Simpson Thacher & Bartlett LLP (“Simpson Thacher”) on

November 10, 2016. At the November 10 meeting, JPMorgan shared its views of the Action and its conduct. The November 10 meeting did not result in a settlement.

48. On December 2, 2016, Class Counsel had a follow-up meeting with JPMorgan's counsel at the New York offices of Simpson Thacher. At that meeting, Plaintiffs presented their view of the Action and JPMorgan's alleged role in the conspiracy alleged in the Action.

49. The Parties had another meeting at the New York offices of Simpson Thacher on December 19, 2016. The December 19 meeting also did not result in a settlement.

50. Following the series of in-person meetings, Class Counsel and JPMorgan's counsel had numerous phone calls over the following weeks. On January 23, 2017, Plaintiffs and JPMorgan reached an agreement in principle to settle the claims in the Action and immediately began drafting a term sheet.

51. On January 30, 2017, the Parties executed a binding term sheet. The term sheet set forth the terms on which the Parties agreed to settle Plaintiffs' claims against JPMorgan. At the time the term sheet was executed, Class Counsel was well-informed about the legal risks, factual uncertainties, potential damages, and other aspects of the strengths and weaknesses of the Action.

52. The next day, the Parties reported to the Court and the non-settling Defendants that a Settlement had been reached. Following months of arm's-length negotiations, consisting of in-person meetings and presentations to JPMorgan, teleconferences, and exchanges of draft settlement terms, Class Counsel, on behalf of Plaintiffs, and JPMorgan executed the Settlement Agreement on June 2, 2017.

53. On July 21, 2017, Plaintiffs filed a motion for preliminary approval of the proposed class action settlement with JPMorgan. ECF Nos. 149-51. On August 16, 2017, the Court issued an Order preliminarily approving Plaintiffs' settlement with JPMorgan. ECF No. 159. Promptly

after preliminary approval, JPMorgan produced cooperation materials that had been part of the Settlement. Class Counsel and Supporting Counsel immediately reviewed the materials, incorporating some of their key findings from the data and documents into the SAC.

2. RBS

54. Plaintiffs and RBS initially attempted to resolve this dispute during summer 2018. After initial discussions, the Parties agreed to use a mediator to facilitate settlement discussions and participated in an in-person mediation in August 2018. The mediation was unsuccessful, and the settlement negotiations paused while the litigation was ongoing.

55. Class Counsel and RBS resumed settlement negotiations in April 2020, which continued until the Settlement Agreement was executed on June 2, 2021.

56. Class Counsel and RBS's counsel engaged in lengthy negotiations over the material terms of the settlement, including the amount of the settlement consideration, the scope of the cooperation to be provided by RBS, the scope of the releases, and the circumstances under which the Parties would have the right to terminate the settlement.

57. During the course of the negotiations, Class Counsel and RBS each again presented their views on the strengths and weaknesses of the claims and defenses, as well as RBS' litigation exposure. Throughout the negotiations, RBS' counsel argued that RBS was not liable for the claims asserted against it in the Action and maintained that RBS had good and meritorious defenses to the claims brought against it in the Action.

58. On February 1, 2021, counsel for RBS and Class Counsel signed a term sheet reflecting a settlement in principle of the Action. At the time the term sheet was executed, Class Counsel was well-informed about the legal risks, factual uncertainties, potential damages, and other aspects of the strengths and weaknesses of the claims and defenses asserted.

59. On June 2, 2021, several months of negotiations culminated with Class Counsel and RBS's counsel executing the RBS Settlement Agreement. Among the various terms negotiated, Plaintiffs and RBS agreed that RBS's obligation to provide cooperation would be triggered by the execution of the Settlement. ECF No. 384-1 at § 4(K).

3. Deutsche Bank

60. The negotiations with Deutsche Bank took place over several months starting in September 2021 and continuing until the Settlement Agreement was executed on April 18, 2022.

61. Following initial phone calls with Deutsche Bank's counsel in September 2021, Class Counsel engaged in lengthy negotiations with Deutsche Bank's counsel over the material terms of the settlement, including the amount of the settlement consideration, the scope of the cooperation to be provided by Deutsche Bank, the scope of the releases, and the circumstances under which the Parties would have the right to terminate the settlement.

62. During the course of the negotiations, Class Counsel and Deutsche Bank each presented their views on the strengths and weaknesses of the claims and defenses, as well as Deutsche Bank's litigation exposure. Throughout the negotiations, Deutsche Bank's counsel argued that Deutsche Bank was not liable for the claims asserted against it in the Action, and maintained that Deutsche Bank had good and meritorious defenses to the claims brought against it in the Action.

63. On December 16, 2021, counsel for Deutsche Bank and Class Counsel signed a term sheet setting forth the material terms of the settlement. At the time the term sheet was executed, Class Counsel was well-informed about the legal risks, factual uncertainties, potential damages, and other aspects of the strengths and weaknesses of the claims and defenses asserted.

64. On April 18, 2022, after several months of negotiations, Class Counsel and counsel for Deutsche Bank executed the Deutsche Bank Agreement. Among the various terms negotiated,

Plaintiffs and Deutsche Bank agreed that Deutsche Bank's obligation to provide certain cooperation would be triggered by the execution of the Settlement. ECF No. 384-2 at § 4(K).

65. On June 29, 2022, Representative Plaintiffs moved for preliminary approval of the settlements with Deutsche Bank and RBS, and an order directing notice of these Settlements and the earlier JPMorgan Settlement. ECF No. 382.

4. Credit Suisse

66. The negotiations with Credit Suisse took place over several months starting in August 2021 and continuing until the Agreement was executed on July 13, 2022.

67. Following initial phone calls with Credit Suisse's counsel in August 2021, Class Counsel and Credit Suisse's counsel engaged in negotiations over the material terms of the settlement, including the amount of the settlement consideration, the scope of the cooperation to be provided by Credit Suisse, the scope of the releases, and the circumstances under which the Parties would have the right to terminate the settlement. During the course of the negotiations, Class Counsel and Credit Suisse each presented their views on the strengths and weaknesses of the claims and defenses, as well as Credit Suisse's litigation exposure. Throughout the negotiations, Credit Suisse's counsel argued that Credit Suisse was not liable for the claims asserted against it in the Action, and maintained that Credit Suisse had good and meritorious defenses to the claims brought against it in the Action.

68. On January 28, 2022, counsel for Credit Suisse and Class Counsel signed a term sheet reflecting a settlement in principle of the Action. At the time the term sheet was executed, Class Counsel was well-informed about the legal risks, factual uncertainties, potential damages, and other aspects of the strengths and weaknesses of the claims and defenses asserted.

69. On July 13, 2022, several months of negotiations culminated with Class Counsel and Credit Suisse's counsel executing the Credit Suisse Settlement Agreement. Among the various

terms negotiated, Plaintiffs and Credit Suisse agreed that Credit Suisse's obligation to provide cooperation would be triggered by the execution of the Settlement and preliminary approval of the Settlement. ECF No. 391-1 at § 5(K).

70. On July 13, 2022, Representative Plaintiffs moved for preliminary approval of the settlement with Credit Suisse. ECF No. 389.

71. The Court granted preliminary approval of the Credit Suisse Settlement, together with the Deutsche Bank and RBS Settlements, and authorized the issuance of notice for these Settlements and the JPMorgan Settlement on February 15, 2023. ECF Nos. 426-29.

5. ICAP

72. Negotiations between Plaintiffs and ICAP to resolve this dispute began in approximately March 2022 and continued until the ICAP Agreement was executed on March 13, 2023.

73. Class Counsel and ICAP's counsel engaged in lengthy, hard-fought negotiations over the material terms of the settlement, including the amount of the settlement consideration, the scope of the cooperation to be provided by ICAP, the scope of the releases, and the circumstances under which the Parties would have the right to terminate the settlement.

74. During the course of the negotiations, Class Counsel and ICAP each presented their views on the strengths and weaknesses of the claims and defenses, as well as ICAP's litigation exposure. Throughout the negotiations, ICAP's counsel argued that ICAP was not liable for the claims asserted against it in the Action and maintained that ICAP had good and meritorious defenses to the claims brought against it in the Action.

75. On December 22, 2022, counsel for ICAP and Class Counsel signed a term sheet reflecting a settlement in principle of the Action. At the time the term sheet was executed, Class

Counsel was well-informed about the legal risks, factual uncertainties, potential damages, and other aspects of the strengths and weaknesses of the claims and defenses asserted.

76. On January 6, 2023, the Parties informed the Court that they executed a term sheet and would file a motion for preliminary approval after the Parties executed a final Settlement Agreement. *See* ECF No. 410.

77. After several months of further negotiations, Class Counsel and ICAP's counsel executed the ICAP Agreement on March 13, 2023.

78. On March 13, 2023, Plaintiffs moved for preliminary approval of the settlement with ICAP. ECF No. 430. The Court granted preliminary approval of the ICAP Settlement on March 31, 2023. ECF No. 440.

6. Settling Brokers

79. Negotiations between Plaintiffs and the Settling Brokers to resolve this dispute began in approximately September 2022 and continued until the Settling Brokers Agreement was executed on May 10, 2023.

80. Class Counsel and the Settling Brokers' counsel engaged in lengthy, hard-fought negotiations over the material terms of the settlement, including the amount of the settlement consideration, the scope of the cooperation to be provided by the Settling Brokers, the scope of the releases, and the circumstances under which the Parties would have the right to terminate the settlement.

81. During the course of the negotiations, Class Counsel and the Settling Brokers each presented their views on the strengths and weaknesses of the claims and defenses, as well as the Settling Brokers' litigation exposure. Throughout the negotiations, the Settling Brokers' counsel argued that the Settling Brokers were not liable for the claims asserted against them in the Action

and maintained that the Settling Brokers had good and meritorious defenses to the claims brought against them in the Action.

82. On April 12, 2023, the Parties reached an agreement in principle and informed the Court the following day that they would file a motion for preliminary approval after the Parties executed a formal stipulation. *See* ECF No. 441.

83. After an additional four weeks of further arms-length negotiations, Class Counsel and the Settling Brokers' counsel executed the Settling Brokers Agreement on May 10, 2023.

84. On May 11, 2023, Plaintiffs moved for preliminary approval of the settlement with Settling Brokers. ECF No. 452. Plaintiffs also filed a Proposed Order modifying the Notice Plan and scheduling a Fairness Hearing for the Settlements with Settling Defendants. ECF No. 456. The Court granted preliminary approval of the Settling Brokers Settlement on May 16, 2023 (ECF No. 457) and issued an Order modifying the approved Notice Plan and scheduling the Fairness Hearing for the Settlements with Settling Defendants. ECF No. 458.

D. Implementation of Class Notice Plan and Response

85. As detailed in the Declaration of Cameron R. Azari Regarding Implementation of Notice Program ("Azari Decl."), filed herewith, pursuant to the Court-approved notice program, the Settlement Administrator, Epiq Class Action and Claims Solutions, Inc. ("Epiq"), mailed a total of 20,540 copies of the Notice of Proposed Class Action Settlements, September 27, 2023 Fairness Hearing Thereon and Class Members' Rights (the "Mailed Notice") and the Proof of Claim and Release (together, the "Claim Packet"), via first-class mail, to potential Settlement Class Members. *See* Azari Decl. ¶ 15. Additionally, Epiq posted the Mailed Notice, Publication Notice, and Claim Form, along with other relevant documents, on the website developed for this Settlement, www.swissfrancliborsettlement.com, and has caused the Publication Notice to be published as described in the Class Notice Plan. *Id.* at ¶¶ 17-25. Further, certain Settling

Defendants distributed the Mailed Notice to their counterparties using a third-party noticing agent. In total, Settling Defendants mailed a total of 804 copies of the Mailed Notice to potential Settlement Class Members. *See* Declaration of Ajmal Choudry on behalf of Deutsche Bank; Declaration of Jason Rabe on behalf of JPMorgan; Declaration of Julia Aeschbacher on behalf of Credit Suisse, filed herewith. Class Counsel has strong reason to believe that there are at least hundreds of geographically dispersed persons and entities that fall within the Settlement Class definition, based on the nature and volume of the trading data and expert analysis.

86. To date, there have been no objections to the Settlements or to the attorneys' fees, expense reimbursement, and Incentive Award amounts described in the Class Notice, and no requests for exclusion. Azari Decl. at ¶¶ 29, 31.

E. Development of the Distribution Plan and Settlement Administration

87. Class Counsel consulted with experts to develop the proposed Distribution Plan, which is structured to be efficient to administer and simple for Class Members, encouraging participation. This distribution method is similar to plans approved in other cases.

88. As described earlier, Plaintiffs' experts gathered publicly available derivatives trading volume data from various sources, including Reuters, the Federal Reserve Bank of New York's U.S. based market surveys, and Bank for International Settlements ("BIS") Triennial Surveys. Using these sources and based on their extensive analysis and knowledge of other cases including *Alaska Elec. Pension Fund, et. al., v. Bank of Am., N.A., et. al.*, No. 14-cv-7126 (S.D.N.Y.) ("*ISDAfix*") and *In re LIBOR-Based Fin. Instruments Antitrust Litig.*, No. 11-md-2262 ("*U.S. Dollar LIBOR*" or "*USD LIBOR*"), these experts selected and applied a quantum of damages percentage in a range that was consistent with other research and information they reviewed concerning market manipulation to develop the damages range used by Plaintiffs' Counsel. After considering various factors, including transaction volumes and outstanding notional amounts in

Swiss Franc LIBOR-Based Derivatives, the class period, and the potential impact of the alleged manipulation, the experts calculated a damages range of between \$869 million and \$963 million. Based on this, the six Settlements recover between 7.7% and 8.5% of the estimated damages.

89. Substantively, the Distribution Plan allocates the Net Settlement Funds *pro rata* based on an estimate of the impact of Defendants' alleged manipulation on Swiss Franc LIBOR-Based Derivatives. *See* ECF No. 384-7. The Distribution Plan calculates a score (the "Transaction Notional Amount") that represents an estimate of the impact of Defendants' alleged market manipulation on the payment streams for Swiss Franc LIBOR-Based Derivatives eligible Class Member transacted in during the Class Period.

90. The Settlement Administrator will sum each Authorized Claimant's Transaction Notional Amounts for all of its eligible Swiss Franc LIBOR-Based Derivatives Transactions (the "Transaction Claim Amount") and will divide by the sum of all calculated Transaction Claim Amounts to determine the Authorized Claimant's *pro rata* fraction. Each Authorized Claimant's *pro rata* fraction will be multiplied by the Net Settlement Fund to determine the Authorized Claimant's payment amount. Authorized Claimants whose expected distribution based on their *pro rata* fraction is less than the costs of administering the Claim will receive a Minimum Payment Amount in an amount to be determined after the Claim Forms are reviewed, calibrated to ensure that a minimal portion of the Net Settlement Fund is reallocated towards the Minimum Payment Amounts.

91. The Distribution Plan satisfies Rule 23(e)(2)(C)(ii). It is a fair and adequate allocation of the Net Settlement Fund that ensures that the Settlements do not favor or disfavor any Class Members, create any limitations, or exclude from payment any persons within the Class.

92. Class Counsel continues to supervise the settlement administration process. Lowey monitors the Settlement Funds and regularly confers with the Settlement Administrator, as well as subject matter experts regarding the implementation of the Distribution Plan. Class Counsel will work closely with the Settlement Administrator to assess the status of the data capture, review, and related programming, troubleshoot and resolve questions as they arise, and ensure the accurate and efficient processing of claims.

IV. PLAINTIFFS' COUNSEL'S FEE AND EXPENSE APPLICATION

93. In November 2017, CalSTRS retained Class Counsel to bring claims on its behalf in this Action relating to the alleged manipulation of Swiss Franc LIBOR. Since then, CalSTRS has been an active and engaged named Plaintiff, involved in nearly every aspect of the litigation. As the largest educator-only pension fund in the world and the second largest pension fund in the United States serving over 980,000 members and investment portfolio with a market value of \$309.3 billion as of May 31, 2023, CalSTRS has a keen interest in protecting its members and ensuring financial markets are free from manipulative and anticompetitive forces.

94. Class Counsel and Berman Tabacco provide regular briefings to CalSTRS concerning relevant legal developments and factual discovery, as well as Class Counsel's most up-to-date view of the strengths and risks involved in the litigation. Class Counsel and Berman Tabacco collaborated with CalSTRS' staff to understand the impact of the Swiss Franc LIBOR manipulation on CalSTRS' investments and draft the CalSTRS-related allegations that were added to the SAC and TAC. Consistent with its fiduciary duties, CalSTRS closely supervises Class Counsel's work in the Action, including the work described herein, and was involved in nearly every strategic decision in this case. For example, CalSTRS reviewed pleadings and motion papers in advance of their filing, provided direction in terms of settlement strategy and, where possible, attended settlement mediations and negotiations.

95. As an experienced and sophisticated class action litigant, CalSTRS negotiated a sliding scale contingent fee agreement with Class Counsel in the event Plaintiffs' Counsel were able to achieve any settlements in this complex case. The fee structure provides that Class Counsel may seek a 28% fee on the first \$25 million recovered, 25% on the next \$175 million recovered and lower percentages for additional sums recovered.

96. Pursuant to that agreement and after this Court granted Plaintiffs' preliminary approval motions, Class Counsel stated in the Class Notice that they would seek attorneys' fees of no more than 28.0% of the common fund created by the Settlements as well as reimbursement costs and expenses in an amount no more than \$750,000. See ECF No. 562-3 at 7-8.

97. Class Counsel now respectfully request that this Court award attorneys' fees in the amount of \$19,237,500, which is approximately 26.01% of the \$73,950,000 common fund created by the Settlements with Settling Defendants, plus interest at the same rate as earned by the Settlement Fund. Granting this award will effectuate the negotiated percentage fee which CalSTRS originally agreed to with Class Counsel.

98. CalSTRS' general counsel, Brian Bartow Esq., has reviewed these motions, including Class Counsel's motion for attorneys' fees. Mr. Bartow has been actively involved in analyzing the risks of prosecution and observed first-hand the skillfulness of Class Counsel's efforts to prosecute the claims. Based upon all of Mr. Bartow's observations, work, and the specific circumstances that now exist, CalSTRS has determined to affirmatively support Class Counsel's fee request. Declaration of Brian Bartow, ¶¶ 16-21, filed herewith.

99. The agreement that CalSTRS negotiated with Class Counsel includes a further constraint on any fee which Class Counsel may obtain. That is, the fee must be the lesser of the declining percentage amount or a multiplier of 3.5 times the total lodestar value of Class Counsel's

time and services performed in prosecuting the Action. Class Counsel believe that the 3.5 multiplier cap reflects an appropriate weighing of the litigation risks that existed when CalSTRS entered its agreement with Class Counsel.

100. In further support of Class Counsel's Fee and Expense Application, Plaintiffs' Counsel have submitted declarations summarizing the hours worked and corresponding lodestar, as well as the recent expenses incurred in prosecuting this Action. *See* Declaration of Vincent Briganti in Support of Class Counsel's Motion for Award of Attorneys' Fees and Reimbursement of Expenses ("Briganti Fee Declaration"); Declaration of Benjamin M. Jaccarino on behalf of Lovell Stewart; Declaration of Todd A. Seaver on behalf of Berman Tabacco; Declaration of David E. Kovel on behalf of Kirby McInerney; Declaration of Brian P. Murray on behalf of GP&M; Declaration of Eric Citron on behalf of Goldstein & Russell, simultaneously filed herewith. The requested fee of \$19,237,500 represents substantially less than the 3.5 risk multiplier of the total lodestar incurred in the Action. If the attorneys' fee request is granted, the effective risk multiplier on the total lodestar incurred from the outset of the case will be 1.23. *See* Mem. in Support of Class Counsel's Motion for Award of Attorneys' Fees and Reimbursement of Expenses at Argument, Part I.D (filed herewith).

101. Each firm's declaration includes a schedule that summarizes the hours and lodestar of the firm from inception of this Action to June 30, 2023. Lodestar calculations for the time incurred are based on the firm's current hourly rates and, as each declaration states, were prepared based upon daily time records maintained by attorneys and professional support staff at the firm. Lodestar figures do not include charges for expense items. Each firm audited the time and lodestar for accuracy, necessity, and reasonableness. As a result of this review, where appropriate, time and lodestar were reduced in the exercise of billing judgment.

102. The following chart summarizes the aggregate hours and lodestar of Plaintiffs' Counsel from inception of this case through June 30, 2023, as set forth in more detail in the separate firm declarations:

Firm Name	Hours	Lodestar
Lowey Dannenberg, P.C.	14,567.00	\$11,023,143.60
Lovell Stewart Halebian Jacobson LLP	5,457.55	\$3,724,448.50
Berman Tabacco	873.60	\$757,915.50
Kirby McInerney LLP	37.25	\$30,412.50
Glancy Prongay & Murray LLP	30.10	\$25,155.00
Goldstein & Russell, P.C.	34.80	\$47,850.00
TOTAL:	21,000.30	\$15,608,925.10

103. The declarations accompanying this Motion also include each firm's costs and expenses by category for the period of case inception through June 30, 2023. Expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount the firm paid the respective vendor.

104. Plaintiffs' Counsel seek expenses in the amount of \$342,926.76, plus interest. The categories of expenses, the amount incurred and disbursed by each firm, and the basis for the reasonableness of each firm's expenses are set forth in the respective declarations.

105. The combined expenses of each firm were as follows:

Expense Categories	Cumulative Expenses
Travel - Airfare, Lodging, Meals, Taxi	\$29,858.87
Computer Research, Databases & Docket	\$39,711.70
Court Transcripts/Court Reporter Fees	\$204.60
Document Production, Review, IT and Maintenance	\$7,376.17

Professional, Consulting, or Expert Fees	\$247,922.52
In-House Copying	\$13,952.40
Postage, Mailing, FedEx, UPS, Fares & Messengers	\$1,478.03
Service and Filing Fees	\$1,991.67
Publications, Library, Subscriptions & Promotion	\$86.03
Conferences, Meetings, Telephone & Telecopier	\$344.77
TOTAL	\$342,926.76

106. The payments to experts/consultants comprise over 72% of Plaintiffs' Counsel's expenses, and includes the cost of engaging experts to assist with the investigation of the Swiss Franc LIBOR-Based Derivatives market and to develop the Distribution Plan. The expenditure of these and other litigation costs were reasonably necessary to effectively continue the prosecution of this Action.

V. CONCLUSION

107. For the reasons set forth above and in the accompanying memoranda of law, I respectfully submit that: (i) the terms of the Settlements are fair, reasonable, and adequate in all respects and should be approved; (ii) the Distribution Plan is fair and reasonable and should be approved; and (iii) the Fee and Expense Application is reasonable, supported by the facts and law, and should be granted.

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

Executed on August 9, 2023
White Plains, New York

/s/ Vincent Briganti
Vincent Briganti