UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION	
THIS DOCUMENT RELATES TO:	No. 1:11-md-2262-NRB
The OTC Action	

DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE: DISSEMINATION OF THE NOTICE

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). I am over 21 years of age and am not a party to this Action. I am fully familiar with the facts contained herein based upon my personal knowledge.

2. The purpose of this declaration is to provide the Court and the parties with an update on the work performed by Angeion related to the implementation of the notice plan and administrative tasks following the Court's *Order Approving OTC Plaintiffs' Notice Plan for Settlement with Defendants MUFG Bank, LTD., The Norinchukin Bank, and Société Générale and Appointing a Claims Administrator and Escrow Agent* (the "Order"), entered on June 13, 2023 (Dkt. No. 3683). Pursuant to ¶ 1 of the Order, Angeion was appointed as Claims Administrator to supervise and administer the proposed settlement.

MAILED NOTICE

3. In accordance with the Notice Plan, on July 28, 2023, Angeion mailed Notice via first class U.S. mail, postage pre-paid to Settlement Class Members on the Class List provided to Angeion.

4. Prior to mailing, Angeion utilized the United States Postal Service's ("USPS") National Change of Address database to obtain the most current address information possible for Settlement Class Members.

5. Angeion mailed a total of 228,844 notices packets to Settlement Class Members on the Class List and including known securities brokers, dealers, banks, and other third-party nominees included on Angeion's proprietary Broker Database. Included with the Long Form Notice and Proof of Claim Form was the Class Member's unique Notice ID number and a Confirmation Code that could be utilized on the Claims Website to log in and submit a Proof of Claim form online. Where applicable, an Account Number and Claim ID Number were also provided as reference for Class Members who filed in prior Settlements. Attached hereto as Exhibit "A" is a copy of the mailed Notice.

6. As of September 7, 2023, 23,055 (10.07%) notice packets were undeliverable, 386 of which had a forwarding address.

7. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

8. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

9. Notices will be re-mailed to Settlement Class Members for whom updated addresses were obtained via the skip tracing process.

EMAIL NOTICE

10. In accordance with the Notice Plan, on or before July 28, 2023, Angeion caused the Email Notice to be sent to 5,491 Settlement Class Members with email addresses on the Class List provided to Angeion. Of the 5,491 Email Notices sent, 5,179 were successfully delivered and 312 were not successfully delivered. Angeion reviewed the undelivered emails addresses and to the extent possible, were corrected for errors. Angeion waited 72 hours to allow for the expiration of the rest period of any temporary blocks at the ISP level and re-transmitted a second Email Notice to 212 initially undelivered emails that were not due to hard bounces. Of the 212 emails included

in the second transmission, 127 were successfully delivered and 85 were not successfully delivered. In total, of the 5,491 Email Notices sent to Settlement Class Members, 5,306 (96.6%) were delivered and 185 (3.4%) were not successfully delivered.

11. The direct email notice contains information on how to access the Long Form Notice, including by providing a link to the settlement website, as well as Notice ID, Confirmation Code, Account, and Claim ID Numbers, as applicable. Attached hereto as Exhibit "B" is a copy of the Email Notice.

PRINT PUBLICATION NOTICE

12. Angeion caused the Print Publication Notice to be published in the following media publications: *Wall Street Journal, New York Times, Financial Times, Financial Advisor, Investment Advisor, Investment News, Pensions & Investments, Technical Analysis of Stock & Commodities, Bond Buyer,* and *Barron's*. Attached hereto as Exhibit "C" is a copy of the Print Publication Notice.

13. In accordance with the Notice Plan, Angeion attempted to publish in Bloomberg Businessweek, but the publication unexpectedly changed policy and refused to publish any legal notices. Pursuant to the order of the court entered on July 27, 2023 (Dkt. No. 3705) and subject to the advice and consent of the parties, Angeion substituted *Barron's*, which shares similar characteristics such as readership, distribution and cost adhering to the adequacy of the Notice Plan.

DIGITAL PUBLICATION NOTICE

14. In addition to the print publication efforts described above, Angeion also caused the digital publishing of the Digital Publication Notice on the following sites: *CFO.com, FA-mag.com, InstitutionalInvestor.com, Bloomberg.com, ThinkAdvisor.com, InvestmentNews.com, PIonline.com, BondBuyer.com, NYTimes.com, Fortune.com, Forbes.com, Economist.com, FT.com, CNBC.com, WSJ.com, Barrons.com, Marketwatch.com, FNLondon.com,* and *Mansionglobal.com*. The publications featured a link to the Settlement Website for Settlement Class Members to receive additional information about the Settlement. Attached hereto as Exhibit

"D" is a copy of the Digital Publication Notice.

15. Angeion delivered 51,535 (8%) impressions on Bloomberg digital prior to the campaign being unexpectedly terminated. To meet the desired impressions, additional publishing time was distributed among *NYtimes.com, Forbes.com, WSJ.com, Barrons.com, FNLondon.com and CNBC.com* delivering a total of 11,289,385 impressions.

16. Angeion also caused the publication of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States, to provide notice of the Settlement to Settlement Class Members. These clickable ads direct Settlement Class Members to the Settlement Website where they can learn more about the Settlement, including their rights and options. Attached hereto as Exhibit "E" is a copy of the Programmatic Display Advertisements.

17. In addition, Angeion implemented a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website.

SOCIAL MEDIA NOTICE

18. On July 28, 2023, Angeion caused the publication of a social media campaign utilizing Twitter. Angeion built a consumer profile to ensure the Notice Plan messaging was delivered to the proper audience and served these advertisements in relevant placements to alert potential Settlement Class Members. The social media advertisements ran nationally and coincided with the programmatic display advertisements. The Social Media Notice and Programmatic Display Advertising components of the Notice Plan delivered 4.2 million impressions. This exceeded Angeion's target of 2.1 million impressions.

PRESS RELEASE

19. In accordance with the Notice Plan, on or before July 28, 2023, Angeion caused the Publication Notice to be published via international press release distributed over Businesswire, translated into nine (9) languages and published in various news outlets across 57 countries.

Attached hereto as Exhibit "F" is a copy of the English version of the Press Release.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

20. On or before July 28, 2023, Angeion established the following website devoted to this Settlement: www.MUFGLiborSettlement.com. The Settlement Website contains general information about the Settlement, Court documents, online claim submission portal, a downloadable Claim Form, a downloadable and searchable Long-Form Notice, a list of the frequently asked questions and answers, and important dates and deadlines pertinent to this Settlement. Settlement Class Members can send an email to a dedicated email address, info@MUFGLiborSettlement.com, with questions pertaining to the Settlement.

21. As of September 7, 2023, the Settlement website has received 3,558 page views.

22. On or before July 28, 2023, Angeion established the following toll-free hotline devoted to this case: 1-888-619-8688. The toll-free hotline utilizes an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and inform Settlement Class Members of important dates and deadlines pertaining to the Settlement. The toll-free hotline is accessible 24 hours a day, 7 days a week. Settlement Class Members also have the ability to leave a message requesting a Claim Form and/or Long Form Notice via the toll-free hotline, or to "punch through" to a live operator between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time.

23. As of September 7, 2023, the toll-free hotline has received 130 calls.

REQUESTS FOR EXCLUSION

24. The deadline to request exclusion from the settlement is September 29, 2023. As of September 7, 2023, Angeion has received one (1) request for exclusion.

OBJECTIONS TO THE SETTLEMENT

25. The deadline to object to the settlement is September 29, 2023. As of September 7, 2023, Angeion has not received any objections to the settlement.

CLAIM FORM SUBMISSIONS

26. The deadline for Settlement Class Members to submit a Claim Form is December 15, 2023. As of September 7, 2023, Angeion has received 29 Claim Form submissions.

CONCLUSION

27. The forms of Notice used in this matter were designed and presented the settlement information in plain language and followed the principles embodied in the Federal Judicial Center's illustrative model posted at www.fjc.gov. The Notice Plan's implementation included direct notice through mail and email to all reasonably identifiable Settlement Class Members, combined with a robust, multi-faceted media campaign. The highly successful social media campaign delivered 4.2 million impressions, exceeding Angeion's targeted 2.1 million impressions. The implementation of the Notice Plan also included a dedicated settlement website and toll-free hotline to inform Settlement Class Members of their rights and options. It is my professional opinion that the Notice Plan provided full and proper Notice to Settlement Class Members prior to the claims, opt-out and objection deadlines. Moreover, it is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process, and Fed. R. Civ. P. 23.

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

Dated: September 8, 2023

STEVEN WEISBROT

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

If You Owned a U.S. Dollar LIBOR-Based Instrument Between August 2007 and May 2010

A Settlement Totaling $90 Million Could Affect You

*A United States federal court authorized this notice. This is **not** a solicitation from a lawyer.*

NEW INFORMATION – WHAT'S DIFFERENT ABOUT THIS NOTICE?

The purpose of this notice is to provide information concerning a new $90 million Settlement with MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale ("Settlement"). This is the fifth settlement in this litigation. There previously was a $120 million settlement with Barclays Bank plc ("Barclays"), a $130 million settlement with Citibank, N.A. and Citigroup Inc. (collectively, "Citibank"), a $240 million settlement with Deutsche Bank AG ("Deutsche Bank"), and a $100 million settlement HSBC Bank plc ("HSBC").

You are included if you are an individual or entity that directly purchased certain U.S. Dollar LIBOR-based instruments from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) in the United States; and owned the U.S. Dollar LIBOR-Based Instruments at any time between August 2007 and May 2010. Your qualifying transaction(s) may be with **any** of the banks listed (or their subsidiaries or affiliates). You do not need to have transacted with MUFG Bank, Ltd., The Norinchukin Bank, or Société Générale specifically.

You can submit a Proof of Claim to share in the Settlement, but you must do so by **December 15, 2023** (*see* Question 16).

You do not need to submit a Proof of Claim to share in the Settlement if you previously completed and submitted a valid Proof of Claim in the prior Barclays Settlement, Citibank Settlement or Deutsche Bank/HSBC Settlements unless you wish to modify or supplement that previously submitted Proof of Claim. If you do not supplement your Proof of Claim, your payment will be calculated based on the validated transactions from your prior submission (*see* Question 16).

OVERVIEW

- There is a class action lawsuit involving claims of price-fixing and manipulation of the London Interbank Offered Rate ("LIBOR") for U.S. Dollars. The lawsuit impacts individuals and institutions that acquired over-the-counter financial derivative and non-derivative instruments directly from a U.S. Dollar Panel Bank (*see* Question 3) and received payments tied to U.S. Dollar LIBOR, including certain interest rate swaps, forward rate agreements, asset swaps, collateralized debt obligations, credit default swaps, inflation swaps, total return swaps, options, and bonds/floating rate notes. Plaintiffs claim that the banks unlawfully manipulated the U.S. Dollar LIBOR rate, artificially lowering the rate to reduce payments to Class Members.
- There is an additional Settlement totaling $90 million in this class action lawsuit reached with MUFG Bank, Ltd. (f/k/a Bank of Tokyo-Mitsubishi), Norinchukin, and Société Générale. This is in addition to the $590 million in settlements with other Defendants (Barclays, Citibank, Deutsche Bank, and HSBC) described in earlier notices. The lawsuit is called *Mayor and City Council of Baltimore et al. v. Credit Suisse AG et al.* and is part of the *In re LIBOR-Based Financial Instruments Antitrust Litigation* multidistrict litigation. The lawsuit is pending in the United States District Court for the Southern District of New York. There are other Defendants remaining in the case, and the litigation is continuing as to those Defendants. Those "Non-Settling Defendants" are Bank of

America, Credit Suisse, HBOS, JPMorgan Chase, Lloyds, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, UBS, and Portigon.

- Plaintiffs continue to assert antitrust claims against all Non-Settling Defendants. As set forth below, on February 28, 2018, the Court issued an order certifying a Litigation Class as to antitrust claims against Bank of America, N.A. and JPMorgan Chase Bank, N.A. with respect to interest rate swaps and bonds/floating rate notes. Class certification proceedings against the other Non-Settling Defendants have not yet commenced. The lawyers for the Litigation Class will have to prove their claims in Court. Plaintiffs representing the Litigation Class are seeking to recover money for its members. The Court or the jury in the case will decide which side is right.
- The instruments affected by the Settlements include, among others: asset swaps, collateralized debt obligations, credit default swaps, forward rate agreements, inflation swaps, interest rate swaps, total return swaps, options, or bonds/floating rate notes. The Settlements and the Litigation Class do **not** include U.S. Dollar LIBOR-based instruments that include only a term, provision, or obligation or right to pay interest based on U.S. Dollar LIBOR, such as business, home, student, or car loans or credit cards.

Your legal rights are affected even if you do nothing. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE	
STAY IN THE CLASS	This is the only way to get a payment from the Settlement. *See* Question 18.
ASK TO BE EXCLUDED **By September 29, 2023**	You will get no monetary benefits from the Settlement. This is the only option that allows you to file your own lawsuit and assert the claims released by the Settlement. *See* Question 20.
OBJECT TO THE SETTLEMENT **By September 29, 2023**	If you do not exclude yourself from the Settlement and wish to object to it, you must file a written objection. *See* Question 22.
GO TO THE HEARING	You may request to be heard at the Fairness Hearing for the Settlement. *See* Question 26.
DO NOTHING	You will be included in the Settlement and be eligible to file a claim for a payment (if you qualify). If you fail to submit a claim and you did not submit a valid claim in any prior settlement in the OTC Action, you will forfeit your right to get a monetary benefit from the Settlement, and you will give up your rights to assert claims released by the Settlements against MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale about the U.S. Dollar LIBOR manipulation claims at issue in this case. If you have filed a valid claim in a prior settlement, the information submitted from your most recent claim submission will be used to calculate your *pro rata* share of the Settlement and you will not need to do anything to receive a payment, **unless** you affirmatively request that a different set of information be utilized to calculate your *pro rata* share.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit.

The proposed Settlement is with three of the Defendants, MUFG Bank (f/k/a Bank of Tokyo-Mitsubishi), Norinchukin, and Société Générale. You have a right to know about the lawsuit and have legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Naomi Reice Buchwald of the United States District Court for the Southern District of New York is overseeing this case. This case is included within *In re LIBOR-Based Financial Instruments Antitrust Litigation,* MDL No. 2262. The Settlement relates to an action referred to as the "OTC Action" because it involves Plaintiffs who acquired over-the-counter ("OTC") financial derivative and non-derivative instruments directly from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or Portigon (or their subsidiaries or affiliates).

2. What are the lawsuits about?

Banks on the U.S. Dollar panel (and their affiliates) around the world were sued by a group of their counterparties ("Plaintiffs") who claim that the banks manipulated the U.S. Dollar LIBOR rate during the financial crisis, artificially lowering the rate for their own benefit. Plaintiffs claim that the Defendants manipulated the U.S. Dollar LIBOR rate, and that, as a result, purchasers did not receive as much in interest payments for their U.S. Dollar LIBOR-based instruments from the banks as they should have. The Settling Defendants and the Non-Settling Defendants deny these claims and maintain they did nothing wrong. Plaintiffs in the OTC Action have brought (a) antitrust claims under the Sherman Act, (b) breach of contract claims, and (c) unjust enrichment claims against the Settling Defendants and the Non-Settling Defendants. The Litigation Class was only certified as to the antitrust claims under the Sherman Act.

A Settlement has been reached with MUFG Bank, Norinchukin, and Société Générale, which is why you are receiving this Notice. Separate settlements totaling $590 million were previously reached with Barclays, Citibank, Deutsche Bank, and HSBC. You may have received notices of the prior settlements, all of which were previously finally approved by the Court. The current Settlement has not yet been finally approved by the Court.

3. Who are the Defendants?

The Settling Defendants are:

- MUFG Bank, Ltd. (formerly The Bank of Tokyo-Mitsubishi UFJ, Ltd) ("MUFG Bank");
- The Norinchukin Bank ("Norinchukin");
- Société Générale ("Société Générale");
- HSBC Bank plc (together with HSBC Holdings plc, "HSBC");
- Deutsche Bank Aktiengesellschaft ("Deutsche Bank");
- Barclays Bank plc ("Barclays"); and
- Citibank N.A. and Citigroup Inc. (together, "Citibank").

The Non-Settling Defendants are:

- Credit Suisse Group AG ("Credit Suisse");
- Bank of America Corporation and Bank of America, N.A. (together, "Bank of America");
- JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (together, "JPMorgan Chase");

- Lloyds Banking Group PLC and Lloyds Bank PLC (together, "Lloyds");
- WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together "Portigon");
- UBS AG ("UBS");
- The Royal Bank of Scotland Group PLC, Royal Bank of Scotland PLC, and Bank of Scotland PLC (together, "Royal Bank of Scotland");
- Coöperatieve Centrale Raiffeisen Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) ("Rabobank")
- HBOS PLC ("HBOS"); and
- Royal Bank of Canada.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." The Class Representatives are the Mayor and City Council of Baltimore, City of New Britain, Vistra Energy Corp., Yale University, and Jennie Stuart Medical Center Inc. One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs, MUFG Bank, Norinchukin, or Société Générale. Instead, the Parties have engaged in negotiations, and Plaintiffs, MUFG Bank, Norinchukin, and Société Générale have agreed to the Settlement. By agreeing to settle, the Parties avoid the costs and uncertainty of a trial, and the class members affected will get a chance to receive compensation. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members. The proposed Settlement does not mean that any law was broken or that MUFG Bank, Norinchukin, and Société Générale did anything wrong.

6. Why is there an ongoing Litigation?

There is an ongoing litigation against the Non-Settling Defendants over antitrust claims under the Sherman Act. The lawyers for the Plaintiffs will have to prove their claims in Court. Additional money may become available as a result of a judgment or future settlements. Alternatively, the Litigation may be resolved in favor of the Non-Settling Defendants, in which case no additional money would become available. There is no guarantee as to what will happen.

Who Is Included In The Class?

If you received a mailed notice, then you may be a member of the Settlement Class and/or Litigation Class. However, even if you did not receive a notice, you may be a class member, as described below.

7. How do I know if I am part of the Settlement Class?

You are a Settlement Class Member (individual or entity) in the new proposed Settlement with MUFG Bank, Norinchukin, and Société Générale if you:

- Directly purchased certain U.S. Dollar LIBOR-based instruments (*see* Question 10);
- From Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) (*see* Question 3);
- In the United States; and

- Owned the instruments at any time between August 2007 and May 2010.

You are **not** a member of the Settlement Class, even if you meet the above criteria, if you are:

- One of the Non-Settling Defendants, Released Parties, or alleged co-conspirators or their employees, officers, or directors;
- One of the Non-Settling Defendants', Released Parties', or alleged co-conspirators' parent companies, subsidiaries, affiliates, legal representatives, heirs, assigns, or any person acting on their behalf;
- An entity in which any of the Non-Settling Defendants, Released Parties, or alleged co-conspirators have a controlling interest; or
- A judicial officer presiding over this action or his/her immediate family member or are a judicial staff member or juror assigned to the OTC Action.

8. Do I have to purchase a U.S. Dollar LIBOR-based instrument from any particular Defendant bank to participate?

No. Because, under the antitrust claims asserted in the case, any one Defendant can be liable for the alleged conduct of all Defendants. This means you need not have purchased from MUFG Bank, Norinchukin, or Société Générale in order to participate in the Settlement.

9. What is the London Interbank Offered Rate ("LIBOR")?

The U.S. Dollar LIBOR rate is based upon the rates at which each individual bank on the U.S. Dollar LIBOR panel could borrow funds, were it to do so by asking for and then accepting inter-bank offers in reasonable market size, just prior to 11:00 am London time, and is calculated as the average of the middle eight contributed rates by the sixteen panel banks each day. It was the reference point for determining interest rates for financial instruments worldwide for decades. LIBOR rates are calculated for several currencies, such as U.S. Dollars, and several borrowing periods, ranging from overnight to one year. They are published each business day. The Settlement and litigation only involve U.S. Dollar LIBOR.

10. What U.S. Dollar LIBOR-based instruments are covered by the Settlement?

The lawsuits include U.S. Dollar LIBOR-Based Instruments, which are instruments that include any term, provision, obligation, or right to be paid or to receive interest based upon the U.S. Dollar LIBOR rate. These include, but are not limited to, the following:

- **Asset Swaps** – a type of over-the-counter derivative in which one investor exchanges the cash flows of an asset or pool of assets for a different cash flow without affecting the underlying investment position.
- **Collateralized Debt Obligations ("CDOs")** – a type of structured asset back security ("ABS"). CDOs have multiple levels of risk ("tranches") and are issued by special purpose entities. They are collateralized by debt obligations including bonds and loans.
- **Credit Default Swaps ("CDSs")** – a type of over-the-counter, credit-based derivative where the seller of the CDSs compensates the buyer of the CDS only if the underlying loan goes into default or has another credit event.
- **Forward Rate Agreements ("FRAs")** – a type of over-the-counter derivative based on a "forward contract." The contract sets the rate of interest or the currency exchange rate to be paid or received on an obligation beginning at a future start date.
- **Inflation Swaps** – a type of over-the-counter derivative used to transfer inflation risk from one party to another through an exchange of cash flows.
- **Interest Rate Swaps** – a type of over-the-counter derivative in which two parties agree to exchange interest rate cash flows, based on a specified notional amount from a fixed rate to a floating rate (or vice

versa) or from one floating rate to another. Interest rate swaps are commonly used for both hedging and speculating.

- **Total Return Swaps** – a type of over-the-counter derivative based on financial contracts that transfer both the credit and market risk of an underlying asset. These derivatives allow one contracting party to derive the economic benefit of owning an asset without putting that asset on its balance sheet.
- **Options** – a type of over-the-counter derivative based on a contract between two parties for a future transaction on an asset. The other derivative instruments, defined above, can serve as the asset for an option.
- **Floating Rate Notes** – evidence an amount of money owed to the buyer from the seller. The interest rate on floating rate notes is adjusted at contractually-set intervals and is based on a variable rate index, such as U.S. Dollar LIBOR.

Only U.S. Dollar LIBOR-based instruments that were sold in over-the-counter transactions with a Defendant (or a Defendant's subsidiaries or affiliates) (OTC transactions) are included in the Settlements.

11. Do the lawsuits include instruments where I only pay interest based on U.S. Dollar LIBOR rate?

The lawsuits do not include U.S. Dollar LIBOR-based instruments that include only a term, provision, or obligation or right to pay interest based on the U.S. Dollar LIBOR rate, such as business, home, student, or car loans or credit cards.

12. What if I am not sure whether I am included in the Settlement or Litigation Class?

If you are not sure whether you are included in the Settlement Class, you may call 1-888-619-8688 with questions or visit www.USDollarLiborSettlement.com. You may also write with questions to U.S. Dollar LIBOR Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or email info@MUFGLiborSettlement.com.

THE SETTLEMENT BENEFITS

13. What does the Settlement provide?

The Settlement will create a Settlement Fund totaling $90 million that will be used to pay eligible Class Members who submit valid claims. The cost to administer the Settlements, attorneys' fees, and service payments to the Class Representatives will come out of the Settlement Fund (*see* Question 25). Additionally, MUFG Bank, Norinchukin, and Société Générale will provide certain cooperation to the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

More details are in the Settlement Agreement, which is available at www.USDollarLiborSettlement.com.

14. How much will my payment be from the Settlement?

The Settlement Funds will be distributed to qualifying Settlement Class Members *pro rata*, in proportion to a reasonable estimate of their damages, after deduction of any fees and expenses (*see* Question 25). This distribution will be made pursuant to a Plan of Distribution, which has been submitted to the Court in advance of the Fairness Hearing, and made available at www.USDollarLiborSettlement.com. The Plan of Distribution provides that each qualifying Settlement Class Member will receive a *pro rata* distribution, based on how much less the Settlement Class Member was paid during the Settlement Class Period as a result of the alleged suppression. In addition, in determining the allowed claim amounts of qualifying Settlement Class Members, any compensation received from

other sources relating to the claims at issue in this case may be taken into account. A chart showing the applicable amount of suppression during the Settlement Class Period is available on the website, and is based on expert modelling the Plaintiffs have used in support of the Litigation, which the Court has neither accepted nor rejected. Settlement Class Members will have the option to comment on or object to any portion of the Plan of Distribution at the Fairness Hearing. The Settlement Agreement will remain in place if the Court rejects or alters the proposed Plan of Distribution.

15. When will I receive my payment from the Settlement?

Settlement Class Members who are entitled to payments will receive their payments after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

How To Receive A Payment from the Settlement

16. How can I receive a payment?

If you previously completed and submitted a valid Proof of Claim Form in the prior Barclays Settlement, Citibank Settlement or Deutsche Bank/HSBC Settlements, you do not need to submit a Proof of Claim for this Settlement with MUFG Bank, Norinchukin, and Société Générale unless you wish to supplement that previously submitted Proof of Claim. If you do not supplement your Proof of Claim, your payment will be calculated based on the validated transactions from your prior submission.

If you previously completed and submitted a Proof of Claim that was not validated, or if you previously completed and submitted a valid Proof of Claim but want to supplement or modify the information to be considered in calculating your share of this Settlement, you will need to complete and submit a new Proof of Claim by **December 15, 2023**.

If you have not previously submitted a claim, you need to ask for a payment, and you will need to complete and submit a Proof of Claim by **December 15, 2023**. Claims may be submitted online at www.USDollarLiborSettlement.com. If you submit a Proof of Claim with your contact information, you will receive future notifications containing additional important information, including with respect to any future Settlements. You may also download and mail your completed Proof of Claim to:

U.S. Dollar LIBOR Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Any claims that are not released do not qualify for payment in the Settlement (*see* Question 18). If you choose to submit a claim, you are consenting to the disclosure of and waiving any protections provided by applicable bank secrecy law, data privacy law, or any similar confidentiality protections. You are also instructing MUFG Bank, Norinchukin, and Société Générale to disclose your information and transaction data relating to your trades for use in calculating your payment and during the claims administration process.

17. What if my claim is rejected?

The Settlement provides a process for Settlement Class Members to contest the rejection of a claim. You will get further details in the letter you receive after your claim has been processed. If your claim is rejected, you will have one opportunity to request a review in writing and submit reasons for why you are contesting the rejection along with any supporting documentation. If your dispute cannot be resolved, it may be presented to the Court

for review. The Court's decision will be final and binding. More details are in the Settlement Agreement, which is available at www.USDollarLiborSettlement.com.

18. What am I giving up if I stay in the Settlement?

Unless you exclude yourself from the Settlement Class, you will give up your right to sue MUFG Bank, Norinchukin and Société Générale for the claims being resolved by the Settlement. The specific claims ("Released Claims") you are giving up against MUFG Bank, Norinchukin, and Société Générale and all related parties ("Released Parties") are described in paragraphs 2(gg)- (ii) and 8(b) of the Settlement Agreement. You will be releasing MUFG Bank, Norinchukin, and Société Générale and all Released Parties as described in the Settlement Agreement.

The released claims do not, however, include the following[1]:

(1) claims concerning Eurodollar futures contracts or options arising from or relating in any way to the conduct alleged in the Exchange-Based Plaintiffs' Action;

(2) claims concerning U.S. Dollar LIBOR-Based Debt Securities that were not issued or sold directly to the claimant by a Defendant (or its subsidiaries or affiliates) arising from or relating to conduct that is alleged in the Non-OTC Bondholder Action;

(3) claims arising solely under foreign law related to transactions entirely outside the United States; or

(4) claims to enforce any of the terms of this Agreement.

Additionally, excluded from the release are any claims that OTC Plaintiffs or any absent class members may have arising out of the purchase, sale or ownership of any U.S. Dollar LIBOR-linked instruments that were issued by a non-panel bank, or which were not directly sold to a claimant by or purchased from a Defendant (or its subsidiaries or affiliates). For the avoidance of doubt, Released Claims does not include claims relating to or arising out of the purchase of non-U.S. Dollar LIBOR-Based Instruments or any other claims that do not arise out of the factual predicate of the OTC Action, such as a claim to complete the settlement of, or otherwise enforce the terms of, a U.S. Dollar LIBOR-Based Instrument.

Any claims that are not released do not qualify for payment in the Settlement.

The Settlement Agreement available at www.USDollarLiborSettlement.com describes the Released Claims with specific descriptions, so read them carefully. If you have any questions, you can talk to the law firms listed in Question 24 for free or you can, of course, talk to your own lawyer about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

You must decide at this time if you want to exclude yourself from the Settlement described in this notice.

19. What does it mean to exclude myself?

Excluding yourself from the Settlement Class: If you want to keep the right to file or maintain your own lawsuit against one or more of the Settling Defendants (MUFG Bank, Norinchukin, and Société Générale) about the legal issues in this case, then you must take steps to get out of the Settlement with those Settling Defendants. This is called excluding yourself or sometimes referred to as opting out of the class. If you ask to be excluded from the Settlement, you will not get any payment from the Settlement, and you cannot object to the Settlement.

[1] Certain terms used herein are defined in the Settlement Agreement, available at www.USDollarLiborSettlement.com.

20. How do I get out of the Class[2]?

To exclude yourself from the Settlement Class, you must file a timely written request for exclusion ("Request for Exclusion") by mailing a letter or other written document to the Claims Administrator.

A Request for Exclusion must:

- Be in writing;
- Be signed by you or your authorized representative;
- State your name, address, and phone number;
- Include (1) proof of membership in the Class and (2) a signed statement that says "I/we hereby request that I/we be excluded from the proposed MUFG Bank, Norinchukin, and Société Générale Settlement in *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262"; and
- Be mailed to the Claims Administrator at the address provided below and postmarked no later than **September 29, 2023**.

You must also provide any other information reasonably requested by the Claims Administrator. You must mail your Request for Exclusion, postmarked no later than **September 29, 2023** to:

U.S. Dollar LIBOR Settlement
Attn: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

21. If I exclude myself from the Settlement, can I still get a payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be able to receive money from the Settlement.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court if I object to the Settlement?

If you are a member of the Settlement Class, you can object to the Settlement if you disagree with the Settlement or some part of it. To object, you must submit a letter or other written document that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the MUFG Bank, Norinchukin, and Société Générale Settlement in *In re LIBOR- Based Financial Instruments Antitrust Litigation*, MDL No. 2262;
- Whether you plan to appear at the Fairness Hearing (*see* Question 26);
- Proof of membership in the Settlement Class, including documentation evidencing the ownership of a U.S. Dollar LIBOR-Based Instrument during the Settlement Class Period (August 2007 through May 2010);
- The specific reasons you object to the Settlement, along with any supporting materials or documents that you want the Court to consider; and
- Your signature.

The objection must be filed with the Court no later than **September 29, 2023** and mailed to the addresses listed below, postmarked no later than **September 29, 2023**. Note: In lieu of filing the objection with the Court, you may mail it to the Court, but it must be received by the Court by **September 29, 2023**.

[2] The time periods for excluding yourself from the Barclays Settlement, the Citibank Settlement, the Deutsche Bank Settlement, the HSBC Settlement, and the Litigation Class have expired. At this time, you may only exclude yourself from the MUFG Bank, Norinchukin, and Société Générale Settlement.

COURT	OTC PLAINTIFFS' COUNSEL	OTC PLAINTIFFS' COUNSEL
Hon. Naomi Reice Buchwald Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street New York, NY 10007	William C. Carmody Susman Godfrey L.L.P. 1301 Avenue of the Americas 32nd Floor New York, NY 10019	Michael D. Hausfeld Hausfeld LLP 1700 K Street NW, Suite 650 Washington, DC 20006
SETTLING DEFENDANTS' COUNSEL	**SETTLING DEFENDANTS' COUNSEL**	**SETTLING DEFENDANTS' COUNSEL**
Christopher Viapiano SULLIVAN & CROMWELL LLP 1700 New York Ave., N.W. Suite 700 Washington, DC 20006	Andrew W. Stern SIDLEY AUSTIN LLP 787 Seventh Avenue New York, NY 10019	Steven Wolowitz Henninger S. Bullock Andrew J. Calica MAYER BROWN LLP 1221 Avenue of the Americas New York, NY 10020

If your objection is not postmarked and received by the deadline and does not include the information listed above, it will not be valid.

23. What is the difference between objecting to the Settlement and asking to be excluded from the Settlement?

If you exclude yourself from the Settlement Class, you are telling the Court that you don't want to be part of the Settlement and you will not receive any benefits from the Settlement. Objecting is simply telling the Court that you don't like something about the Settlement. You can only object to the Settlement if you remain in the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in the case?

The Court has appointed two law firms — Susman Godfrey L.L.P. and Hausfeld LLP — to represent all members of the Settlement Class in the Settlement and ongoing Litigation as "Class Counsel." They can be contacted at:

William C. Carmody Susman Godfrey L.L.P. 1301 Avenue of the Americas 32nd Floor New York, NY 10019	Michael D. Hausfeld Hausfeld LLP 1700 K Street NW, Suite 650 Washington, DC 20006

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees up to one-third of the $90 million Settlement Fund as well as reimbursement for costs and expenses for their work in the Litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel may also request that service payments be paid from the Settlement Fund to the Class Representatives for their service as representatives on behalf of the whole Class. Class Counsel may also seek an award of fees and costs from the Court in connection with any future recoveries obtained in the case. Class Counsel's request for reimbursement of expenses will not exceed $5,500,000.00 and for payments to the Class Representatives will not exceed $100,000 per Class Representative.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any request for fees and expenses. You may attend and you may ask to speak, but you do not have to.

26. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **11:00 a.m. on October 17th, 2023**. The hearing will be held in a format ordered by the Court prior to the hearing. The hearing may be moved to a different location or time without additional notice, so it is a good idea to check www.USDollarLiborSettlement.com or call 1-888-619-8688. At this hearing, the Court will consider whether the Settlement, Plan of Distribution, and any proposed attorneys' fees, expenses, and service payments are fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

27. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have, but you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

28. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262. Be sure to include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the addresses listed in Question 22, so it is postmarked and received no later than **September 29, 2023**.

IF YOU DO NOTHING

29. What happens if I do nothing at all?

If you do nothing, you will remain in the Settlement Class. You will not be able to sue, or continue to sue, the Settling Defendants MUFG Bank, Norinchukin, and Société Générale. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes concerning the Settlement,

GETTING MORE INFORMATION

30. How do I get more information?

This notice summarizes the proposed Settlement and the ongoing litigation. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.USDollarLiborSettlement.com. You also may write with questions to U.S. Dollar LIBOR Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, email info@MUFGLiborSettlement.com, or call the toll-free number, 1-888-619-8688. You can also get a Proof of Claim at the website or by calling the toll-free number, 1-888-619-8688.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

LIBOR-MUFG

Proof of Claim

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION	Case No. 1:11-md-02262-NRB
THIS DOCUMENT RELATES TO: OTC ACTION	

PROOF OF CLAIM
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement

In order to expedite the filing of your claim, visit www.USDollarLiborSettlement.com to file your claim online.

1. You are included in the Settlement Class if you are an individual or entity that directly purchased certain U.S. Dollar LIBOR-Based Instruments from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) in the United States; and owned the U.S. Dollar LIBOR-Based Instruments at any time between August 2007 and May 2010.

2. To recover as an Authorized Claimant from this Settlement based on your claim in the action entitled *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262 (NRB), pending in the United States District Court for the Southern District of New York, involving plaintiffs who entered into over-the-counter financial derivative and non-derivative instruments directly with Defendants (the "OTC Action"), you must complete a Proof of Claim form (unless you previously submitted a valid claim in a prior settlement in this action, as discussed below). If you fail to submit a properly completed and addressed Proof of Claim form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the Settlement with MUFG Bank (f/k/a Bank of Tokyo-Mitsubishi), Norinchukin, and Société Générale. You need not have purchased the U.S. Dollar LIBOR-Based Instruments from MUFG Bank, Norinchukin, or Société Générale in order to submit a Proof of Claim in this Settlement. Please visit www.USDollarLiborSettlement.com if you have questions about your eligibility to participate in this Settlement.

NOTE: If you previously completed and submitted a valid Proof of Claim in the prior Barclays Settlement, Citibank Settlement, or Deutsche Bank/HSBC Settlements, you do not need to submit a Proof of Claim for this Settlement with MUFG Bank, Norinchukin, and Société Générale unless you wish to modify or supplement that previously submitted Proof of Claim. If you do not supplement your Proof of Claim, your payment will be calculated based on your most recent submission in the prior settlements.

3. Options for Submitting a Proof of Claim Form:

   a. You can complete this Proof of Claim through the Settlement Website at www.USDollarLiborSettlement.com no later than **DECEMBER 15, 2023**.
   b. You can mail your completed and signed Proof of Claim postmarked no later than **DECEMBER 15, 2023** to:

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

LIBOR-MUFG

Proof of Claim

U.S. Dollar LIBOR Settlement
c/o Claims Administrator
1650 Arch Steet, Suite 2210
Philadelphia, PA 19103

4. If you are not an OTC Class Member (as defined in the Notice), DO NOT submit a Proof of Claim form.

5. If you are an OTC Class Member and have not requested exclusion, you will be bound by the terms of the Settlement and any judgment entered in the OTC Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

6. If you previously filed a valid Proof of Claim in connection with any of the prior Settlements in the OTC Action, and do not wish to modify or supplement your prior Proof of Claim (or, if you previously filed multiple Proof of Claim forms, you do not wish to modify or supplement your most recent Proof of Claim), you need not take any further action.

7. If you previously submitted a valid Proof of Claim in connection with any of the prior Settlements in the OTC Action **and you wish to modify or supplement your original Proof of Claim** (for example, if you wish to provide additional information with respect to U.S. Dollar LIBOR-Based Instruments that were not previously validated), you must:
   a. Check the appropriate box in Part I;
   b. Identify Proof of Claim Number (if known);
   c. Provide name and address in Part II;
   d. Provide transactional information in Part III (Claimants who are supplementing their original Proof of Claim submission are required to resubmit all previously validated transactional information in addition to any supplemental transactions); and
   e. Complete the certification section in Part VI.

8. If you have <u>not</u> previously submitted a Proof of Claim in connection with any of the prior Settlements in the OTC Action, you must check the appropriate box under Part I, and complete Parts II through VI.

9. If you purchased or otherwise acquired U.S. Dollar LIBOR-Based Instruments and held them in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the U.S. Dollar LIBOR-Based Instruments, but they were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser, and the third party is the record purchaser.

10. Use Part I of this form entitled "Claimant Identification" to identify the record purchaser ("nominee"), if different from the beneficial purchaser of U.S. Dollar LIBOR-Based Instruments which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH A PURCHASER OR PURCHASERS OF THE INSTRUMENTS UPON WHICH THIS CLAIM IS BASED.

NOTE: A single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has.

11. Use Part III of this form entitled "Schedule of U.S. Dollar LIBOR-Based Instruments" to supply all required details of your transaction(s). If you need more space, photocopy or attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

Proof of Claim

12. On the schedules, provide all of the requested information with respect to all of your purchases or other acquisitions of U.S. Dollar LIBOR-Based Instruments which were held at any time from August 1, 2007 through May 31, 2010, inclusive. Failure to report all such transactions may result in the rejection of your claim.

13. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

14. You must supply the name of the counterparty for each transaction you list in Part III. To qualify for a claim, you must have purchased at least one U.S. Dollar LIBOR-Based Instrument in the United States directly from a Defendant (or a Defendant's subsidiary or affiliate), and owned that instrument any time during the period August 2007 through May 2010 (the "Class Period"). The Defendants in the OTC action are:

Defendant
Credit Suisse Group AG ("Credit Suisse");
Bank of America Corporation and Bank of America, N.A, (together, "Bank of America");
JPMorgan Chase & Co. and JPMorgan Chase Bank, NA (together, "JPMorgan Chase");
HSBC Holdings PLC and HSBC Bank PLC (together, "HSBC");
Barclays Bank plc;
Lloyds Banking Group PLC and Lloyds Bank PLC ("Lloyds");
WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together "Portigon")
UBS AG ("UBS");
The Royal Bank of Scotland Group PLC, Royal Bank of Scotland PLC, and Bank of Scotland PLC ("RBS");
Deutsche Bank AG ("Deutsche Bank");
Citibank NA and Citigroup Inc. (together, "Citibank");
Coöperatieve Centrale Raiffeisen Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) ("Rabobank");
The Norinchukin Bank ("Norinchukin");
The Bank of Tokyo-Mitsubishi UFJ, Ltd ("Bank of Tokyo");
HBOS PLC ("HBOS");
Société Générale ("SocGen"); and
Royal Bank of Canada ("RBC").

15. Documentation to support your transactions in U.S. Dollar LIBOR-Based Instruments is NOT required at this time. However, the Claims Administrator may ask you to provide documentation or other information to substantiate your transactions at a later date.

16. NOTICE TO INSTITUTIONAL FILERS: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. If you wish to file your claim electronically, you must call the Claims Administrator toll-free at 1-(888) 619-8688, send an e-mail to info@MUFGLiborSettlement, or visit the website for the Settlement at www.USDollarLiborSettlement.com to obtain the required file layout.

17. A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by December 15, 2023 and if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

Proof of Claim

LIBOR-MUFG

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

PART I: PROOF OF CLAIM OPTIONS

Select from one of the following options:

☐ Check this box if you previously filed a Proof of Claim in connection with the OTC Action, and you wish to amend your previously filed Proof of Claim.
If you know your Proof of Claim number, please indicate it here: _____

☐ Check this box if you have not previously filed a Proof of Claim in connection with the OTC Action.

PART II: NAME AND CONTACT INFORMATION OF CLAIMANT

Provide your name and contact information below. It is your responsibility to notify the Claims Administrator of any changes to your contact information after the submission of your Proof of Claim.

Entity Name/Beneficial Owner _____ **Title/Capacity** _____

Representative Submitting this Claim _____ **Street Address** _____

City _____ **State** _____ **Zip Code** _____ **Beneficial Owner's Social Security or Tax ID #** _____

Foreign Province _____ **Foreign Postal Code** _____ **Foreign Country** _____

Account Number _____ **Email Address** _____ **Phone Number** _____

Please provide the following information for the person who should be contacted about this claim:

Contact Name _____ **Contact Email Address** _____ **Contact Phone Number** _____

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

Proof of Claim

LIBOR-MUFG

PART III: SCHEDULE OF U.S. DOLLAR LIBOR-BASED INSTRUMENTS

DOCUMENTATION TO SUPPORT YOUR TRANSACTIONS IN U.S. DOLLAR LIBOR-BASED INSTRUMENTS IS NOT REQUIRED AT THIS TIME, HOWEVER, THE CLAIMS ADMINISTRATOR MAY ASK YOU TO PROVIDE DOCUMENTATION OR OTHER INFORMATION TO SUBSTANTIATE YOUR TRANSACTIONS AT A LATER DATE.

List all U.S. Dollar LIBOR-Based Instruments you purchased in the United States directly from a Defendant (or a Defendant's subsidiary or affiliate), and which you owned any time during the period August 2007 through May 2010. You should only list the information for the leg of the swap (or bond) where you received LIBOR-based payments from a Defendant during the Class Period, unless the instrument is a basis swap, in which case you should list both legs. The Settlement does not include U.S. Dollar LIBOR-based instruments that include only a term, provision, or obligation or right to pay interest based on the U.S. Dollar LIBOR rate, such as business, home, student, or car loans, or credit cards. If you have an instrument for which you cannot fit the terms in the space below, attach the instrument separately and describe the terms of the LIBOR-based payments on a separate page. If you do not know every term for a transaction, fill in the form with as many fields for which you know the answer. Please visit www.USDollarLiborSettlement.com for additional guidance on how to complete this form with respect to complex instruments.

An example for how to fill out the form for a plain-vanilla interest rate swap is:

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation

MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement

MDL No. 1:11-md-02262-NRB

LIBOR-MUFG

Proof of Claim

Defendant Paying LIBOR*	Effective Date (MM/DD/YYYY)	Maturity/Cancellation Date (MM/DD/YYYY)	Tenor and Currency of LIBOR	Notional Amount	Frequency of LIBOR Payment Periods	Non-Standard Terms
UBS	*9/10/2006*	*9/10/2021*	*3-Month USD LIBOR*	*$20 Million*	*Quarterly*	*Actual/360 N146950N*

*Use the **Abbreviated Defendant Name** to complete the "Defendant Paying LIBOR" portion of Charts A and B.

Defendant Name	Abbreviated Defendant Name
Credit Suisse Group AG	Credit Suisse
Bank of America Corporation and Bank of America, N.A,	BoA
JPMorgan Chase & Co. and JPMorgan Chase Bank, NA	JPMorgan
HSBC Holdings PLC and HSBC Bank PLC	HSBC
Barclays Bank plc	Barclays
Lloyds Banking Group PLC and Lloyds Bank PLC	Lloyds
WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG)	Portigon
UBS AG	UBS
The Royal Bank of Scotland Group PLC, Royal Bank of Scotland PLC, and Bank of Scotland PLC	RBS
Deutsche Bank AG	DB
Citibank NA and Citigroup Inc.	Citibank
Coöperatieve Centrale Raiffeisen Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.)	Rabobank
The Norinchukin Bank	Norinchukin
MUFG Bank, Ltd. (f/k/a The Bank of Tokyo-Mitsubishi UFJ, Ltd)	MUFG
HBOS PLC	HBOS
Société Générale	SocGen
Royal Bank of Canada	RBC

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

LIBOR-MUFG

Proof of Claim

A. SWAPS AND FORWARD RATE AGREEMENTS

(Interest Rate Swaps, Amortizing Swaps, Basis Swaps, Asset Swaps, Inflation Swaps, Total Return Swaps, Currency Swaps)[1]

Defendant Paying LIBOR	Instrument Type	Effective Date (MM/DD/YYYY)	Maturity/ Cancellation Date[2] (MM/DD/YYYY)	Tenor and Currency of LIBOR[3]	Notional Amount	Frequency of LIBOR Payment Periods	Reference ID	Non-Standard Terms[4]

[1] For each swap, only complete this chart for the leg of the swap where you received LIBOR-based payments from a Defendant, with the exception of basis swaps (see below). For amortizing swaps, you must list initial notional amount and provide a schedule of the amortization, reflecting the notional amount for each payment period. For forward rate swaps, list the LIBOR payment date in the Start date, and leave "End date" and "Frequency" fields blank. For basis swaps, where both legs are tied to LIBOR, list the terms of both legs of the swap in consecutive lines, indicating for which one you are paying and receiving LIBOR-based payments. For forward rate agreement, list the LIBOR payment date in the Start date, and leave "End date" and "Frequency" fields blank. Further definitions for each of these instruments can be found in the Notice, available on the website.

[2] If the transaction was cancelled before the maturity date, list the cancellation date not the maturity date.

[3] If any multiplier is applied to the LIBOR-based payments (e.g., 66% of 3-month LIBOR), or spread (e.g., 8 basis points added to 3-month LIBOR), include that in this column.

[4] The following standard terms will be used unless otherwise indicated here. The standard "Accrual Convention" (which measures the length of the accrual period) is actual/360 (meaning the actual number of days in the interest accrual period is divided by 360 to calculate payments). The standard "lookback days" (which is the gap between LIBOR fixing date and rate effective date) is 2 days. The standard date convention is modified following, and the standard holiday calendar is New York and London. The standard compounding is flat.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

LIBOR-MUFG

Proof of Claim

B. BONDS AND FLOATING RATE NOTES

Defendant Paying LIBOR	Seller	Instrument Type	Issue/Purchase Date (MM/DD/YYYY)	Maturity/ Call/Sale Date[5] (MM/DD/YYYY)	Tenor and Currency of LIBOR[6]	Frequency of LIBOR Payment Periods	Amount (in $)	ISIN/ CUSIP	Reference ID	Non-Standard Terms[7]

[5] If you sold the instrument or it was called before it matured, use the earlier of the maturity, call and sale date.
[6] If any multiplier is applied to the LIBOR-based payments (e.g., 66% of 3-month LIBOR), or spread (e.g., 8 basis points added to 3-month LIBOR), include that in this column.
[7] The following standard terms will be used unless otherwise indicated here. The standard "Accrual Convention" (which measures the length of the accrual period) is actual/360 (meaning the actual number of days in the interest accrual period is divided by 360 to calculate payments). The standard "lookback days" (which is the gap between LIBOR fixing date and rate effective date) is 2 days. The standard date convention is modified following, and the standard holiday calendar is New York and London. The standard compounding is flat.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

Proof of Claim

LIBOR-MUFG

PART IV: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim form under the terms of the Plan of Distribution of Net Settlement Fund described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York (the "Court"), with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in U.S. Dollar LIBOR-Based Instruments, if required to do so. I (We) have not submitted any other claim to this Settlement covering the same holdings of U.S. Dollar LIBOR-Based Instruments during the Class Period and know of no other person having done so on my (our) behalf.

PART V: RELEASES AND WARRANTIES

1. I (We) hereby acknowledge that we have read and agree to the terms of the Releases set forth in the Settlement.

2. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Notices, that I am (we are) not one of the "Released Parties" as defined in the Settlement, and that I (we) believe I am (we are) eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Plan of Distribution.

3. I (WE) UNDERSTAND AND INTEND THAT THE SIGNATURE BELOW REGARDING CERTAIN INFORMATION FOR THE INTERNAL REVENUE SERVICE CONCERNING BACKUP WITHHOLDING ALSO SERVES AS THE SIGNATURE VERIFYING THE INFORMATION AND REPRESENTATIONS IN THIS PROOF OF CLAIM.

4. This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

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 this release or any other part or portion thereof.

6. I (We) hereby consent to the disclosure of, waive any protections provided by applicable bank secrecy laws, data privacy laws, or any similar confidentiality protections with respect to, and instruct MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

Proof of Claim

LIBOR-MUFG

PART VI: CERTIFICATION

Enter TIN on the appropriate line.

- For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- For other entities, it is your EIN.

Social Security No. (for individuals) _____ or Employer Identification Number _____

If you are exempt from backup withholding, enter your current TIN above and write "exempt" on the following line: _____.

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my current TIN; and

2. 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 because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

Your claim must be postmarked by: DECEMBER 15, 2023

In re: LIBOR-Based Financial Instruments Antitrust Litigation
MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale Settlement
MDL No. 1:11-md-02262-NRB

Proof of Claim

LIBOR-MUFG

The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____, 20_____ in _____,_____.
(City) (State/Country)

Signature of Claimant

Type or print name of Claimant

Signature of person signing on behalf of Claimant

Type or print name of person signing on behalf of Claimant

Capacity of person signing on behalf of Claimant

If you are not the beneficial owner, but rather are submitting a claim as a representative of the beneficial owner (e.g., if you are a third-party claims filer), you must provide proof that the beneficial owner has given you authority to act in that capacity (e.g., a contract/agreement signed by the beneficial owner, a signed letter from the beneficial owner giving you authorization to file a claim on their behalf, or other similar documents signed by the beneficial owner giving you authorization to file a claim on their behalf).

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1650 Arch Street, Suite 2210
Philadelphia, PA 19103

ELECTRONIC SERVICE REQUESTED

EXHIBIT B

Notice ID: xxxxxxxxx

Confirmation Code: xxxxxxxxx

Name
Address Line 1
Address Line 2

Legal Notice

If You Owned a U.S. Dollar LIBOR-Based Instrument Between August 2007 and May 2010

A Settlement Totaling $90 Million Could Affect You

There are lawsuits impacting individuals and institutions that entered into over-the-counter financial derivative and non-derivative instruments directly with 17 banks and that received payments tied to U.S. Dollar LIBOR. A Settlement totaling $90 million has been reached with MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale. Earlier settlements totaling $590 million were reached with Barclays, Citibank, Deutsche Bank, and HSBC, bringing the total settlement amount to $680 million. The remaining Non-Settling Defendants include Bank of America, Credit Suisse, HBOS, JPMorgan Chase, Lloyds, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, UBS, and Portigon.

What are the lawsuits about?

The litigation claims that the banks manipulated the U.S. Dollar LIBOR rate during the financial crisis, artificially lowering the rate for their own profit, which resulted in class members receiving lower interest payments for their U.S. Dollar LIBOR-Based Instruments from the banks than they should have. Plaintiffs assert antitrust, breach of contract, and unjust enrichment claims. MUFG Bank, Norinchukin, and Société Générale deny all claims of wrongdoing.

Who is included in the Settlement?

You are included if you (individual or entity) directly purchased certain U.S. Dollar LIBOR-based instruments from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) in the United States; and owned the instruments at any time between August 2007 and May 2010. The instruments in the Settlement Class include certain interest rate swaps, forward rate agreements, asset swaps, collateralized debt obligations, credit default swaps, inflation swaps, total return swaps, options, and bonds/floating rate notes.

What does the Settlement provide?

The Settlement will create a Settlement Fund totaling $90 million that will be used to pay eligible Class Members who submit valid claims, as well as attorneys' fees not to exceed one third of the gross settlement, expenses not to exceed $5,500,000, and service awards to the Class Representatives not to exceed $100,000 per Representative. Additionally, MUFG Bank, Norinchukin, and Société Générale will provide certain cooperation to the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

How can I get a payment?

You can submit a Proof of Claim online or by mail. The deadline to submit a Proof of Claim is **December 15, 2023**. You do not need to submit a Proof of Claim to share in the Settlement if you previously submitted a valid Proof of Claim in the prior settlements and do not seek to modify or supplement your Proof of Claim. You are entitled to receive a payment if you have a qualifying transaction with **any** of the following banks: Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or Portigon (or their subsidiaries or affiliates). You do not need to have transacted with MUFG Bank, Norinchukin, or Société Générale specifically. At this time, it is unknown how much each Class Member who submits a valid claim will receive. Visit www.USDollarLiborSettlement.com for more information on submitting a Proof of Claim.

What are my rights?

If you are a member of the Settlement Class and you do not file a timely claim, you will lose your right to receive money or benefits from the $90 million settlement with MUFG Bank, Norinchukin, and Société Générale unless you submitted a valid claim in a prior settlement in the OTC Action. If you would like to retain your right to file your own lawsuit against MUFG Bank, Norinchukin, or Société Générale, you must opt out of the Settlement Class by **September 29, 2023**. If you stay in the Settlement Class, you may object to the Settlement by **September 29, 2023**.

The Court will hold a hearing on **October 17, 2023** to consider whether to approve the Settlement and approve Class Counsel's request of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs and expenses and service payments to the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. More information about the Settlement is available on the Settlement website, www.USDollarLiborSettlement.com, and in the Long Form Notice accessible on that website, or by calling 1-888-619-8688.

1-888-619-8688 www.USDollarLiborSettlement.com

Account Number: xxxxxxxxx

Claim Number: xxxxxxxxx

EXHIBIT C

If You Owned a U.S. Dollar LIBOR-Based Instrument Between August 2007 and May 2010 A Settlement Totaling $90 Million Could Affect You

There are lawsuits impacting individuals and institutions that entered into over-the-counter financial derivative and non-derivative instruments directly with 17 banks and that received payments tied to U.S. Dollar LIBOR. A Settlement totaling $90 million has been reached with MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale. Earlier settlements totaling $590 million were reached with Barclays, Citibank, Deutsche Bank, and HSBC, bringing the total settlement amount to $680 million. The remaining Non-Settling Defendants include Bank of America, Credit Suisse, HBOS, JPMorgan Chase, Lloyds, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, UBS, and Portigon.

What are the lawsuits about?
The litigation claims that the banks manipulated the U.S. Dollar LIBOR rate during the financial crisis, artificially lowering the rate for their own profit, which resulted in class members receiving lower interest payments for their U.S. Dollar LIBOR-Based Instruments from the banks than they should have. Plaintiffs assert antitrust, breach of contract, and unjust enrichment claims. MUFG Bank, Norinchukin, and Société Générale deny all claims of wrongdoing.

Who is included in the Settlement?
You are included if you (individual or entity) directly purchased certain U.S. Dollar LIBOR-based instruments from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) in the United States; and owned the instruments at any time between August 2007 and May 2010. The instruments in the Settlement Class include certain interest rate swaps, forward rate agreements, asset swaps, collateralized debt obligations, credit default swaps, inflation swaps, total return swaps, options, and bonds/floating rate notes.

What does the Settlement provide?
The Settlement will create a Settlement Fund totaling $90 million that will be used to pay eligible Class Members who submit valid claims, as well as attorneys' fees not to exceed one third of the gross settlement, expenses not to exceed $5,500,000, and service awards to the Class Representatives not to exceed $100,000 per Representative. Additionally, MUFG Bank, Norinchukin, and Société Générale will provide certain cooperation to the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

How can I get a payment?
You can submit a Proof of Claim online or by mail. The deadline to submit a Proof of Claim is **December 15, 2023**. You do not need to submit a Proof of Claim to share in the Settlement if you previously submitted a valid Proof of Claim in the prior settlements and do not seek to modify or supplement your Proof of Claim. You are entitled to receive a payment if you have a qualifying transaction with **any** of the following banks: Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or Portigon (or their subsidiaries or affiliates). You do not need to have transacted with MUFG Bank, Norinchukin, or Société Générale specifically. At this time, it is unknown how much each Class Member who submits a valid claim will receive. Visit www.USDollarLiborSettlement.com for more information on submitting a Proof of Claim.

What are my rights?
If you are a member of the Settlement Class and you do not file a timely claim, you will lose your right to receive money or benefits from the $90 million settlement with MUFG Bank, Norinchukin, and Société Générale unless you submitted a valid claim in a prior settlement in the OTC Action. If you would like to retain your right to file your own lawsuit against MUFG Bank, Norinchukin, or Société Générale, you must opt out of the Settlement Class by **September 29, 2023**. If you stay in the Settlement Class, you may object to the Settlement by **September 29, 2023.**

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Need to assemble a bond deal team for your new transaction?

Use *The Bond Buyer's* print and online platforms to advertise your RFP and reach your target audience.

Contact Kerry-Ann C. Parkes at 1-212-803-8436 or at nos@arizent.com.

EXHIBIT D

THE BOND BUYER

An in-depth look at the 2022 Rising Stars

Anne Tricerri

Cooper Howard

Nicole Riggs

COMMENTARY →

Neal Pandozzi
A bond by any other name would smell as sweet

Michael Belsky
A tribute to Yvette Shields

Justin Peterson
FOMB's discriminatory treatment of PREPA bondholders 'ideological'

Co-create the future of market transparency with EMMA Labs

EMMA Labs is the innovation sandbox of the Municipal Securities Rulemaking Board (MSRB), giving municipal bond market data users the opportunity to...

PARTNER INSIGHTS FROM MSRB

PUERTO RICO

PREPA parties reach agreement on 'perfection issues'

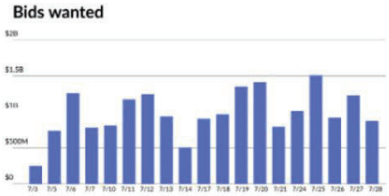
The board and the PREPA bond parties told Swain they had reached "an agreement in principle to resolve the outstanding perfection issues" in the bankruptcy.

By Robert Slavin

July 31

PRIMARY BOND MARKET

Municipals will close out July in the black



This week kicks off a flip of calendar to

ADVANCES IN TECH →

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PARTNER INSIGHTS FROM MSRB

Managing the Primary Muni Market for the Buyside

PARTNER INSIGHTS FROM IHS MARKIT

The Daily Balance

Daily edition | Aug. 1, 2023

The final version of the much-discussed SEC requirements for disclosing cyber breaches and risk management practices, released last week, streamlined some of the reporting obligations for public companies.

One of the virtues of the new rules is that complying will push organizations to measure the effectiveness of their cyber incident response and mitigation plans, which may make them wiser spenders of the cybersecurity budget.

However, the incident disclosure provisions will force CFOs to make complex assessments of the financial damage from a cyber attack in a short period. And one of the two SEC commissioners opposing the rules believes the disclosure requirements 'veer into managing companies cyber defenses.'

Vincent Ryan
Senior Reporter-at-Large, CFO
Twitter | Email

TOP STORIES

Judging Materiality Most Difficult Part of Cybersecurity Incident Disclosure

New SEC rule requires public companies to disclose a cybersecurity event's material impacts but not the technical details.

OPINION

3 Strategies for CFOs to Thrive Amid Economic, Financial Uncertainty

These three actions will help CFOs transform today's uncertainty into an opportunity and help develop more resilience to face tomorrow's challenges.

SPONSORED CONTENT by Libor Settlement

U.S. Dollar LIBOR-based instrument class action settlement

If you owned a U.S. Dollar LIBOR-based instrument between August 2007 and May 2010, a settlement totaling $90 million could affect you. Learn more.

EXHIBIT E

If You Owned a U.S. Dollar LIBOR-Based Instrument Between August 2007 and May 2010, a Settlement Totaling $90 Million Could Affect You

CLICK HERE for more information

EXHIBIT F

Settlement Administrator Angeion Group Announces Proposed Settlement In U.S. Dollar LIBOR-Based Instrument Class Action

If You Owned a U.S. Dollar LIBOR-Based Instrument Between August 2007 and May 2010 A Class Action Settlement Totaling $90 Million May Affect Your Legal Rights.

A federal court authorized this notice. This is not a solicitation from a lawyer.

NEW YORK – JULY 28, 2023 -- There are lawsuits impacting individuals and institutions that entered into over-the-counter financial derivative and non-derivative instruments directly with 17 banks and that received payments tied to U.S. Dollar LIBOR. A Settlement totaling $90 million has been reached with MUFG Bank, Ltd., The Norinchukin Bank, and Société Générale. Earlier settlements totaling $590 million were reached with Barclays, Citibank, Deutsche Bank, and HSBC, bringing the total settlement amount to $680 million. The remaining Non-Settling Defendants include Bank of America, Credit Suisse, HBOS, JPMorgan Chase, Lloyds, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, UBS, and Portigon. The litigation claims that the banks manipulated the U.S. Dollar LIBOR rate during the financial crisis, artificially lowering the rate for their own profit, which resulted in class members receiving lower interest payments for their U.S. Dollar LIBOR-Based Instruments from the banks than they should have. Plaintiffs assert antitrust, breach of contract, and unjust enrichment claims. MUFG Bank, Norinchukin, and Société Générale deny all claims of wrongdoing.

What does the Settlement provide?
The Settlement will create a Settlement Fund totaling $90 million that will be used to pay eligible Class Members who submit valid claims, as well as attorneys' fees not to exceed one third of the gross settlement, expenses not to exceed $5,500,000, and service awards to the Class Representatives not to exceed $100,000 per Representative. Additionally, MUFG Bank, Norinchukin, and Société Générale will provide certain cooperation to the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

Am I eligible to receive a payment from the Settlement?
You are included if you (individual or entity) directly purchased certain U.S. Dollar LIBOR-based instruments from Bank of America, Bank of Tokyo-Mitsubishi, Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, and Portigon (or their subsidiaries or affiliates) in the United States; and owned the instruments at any time between August 2007 and May 2010. The instruments in the Settlement Class include certain interest rate swaps, forward rate agreements, asset swaps, collateralized debt obligations, credit default swaps, inflation swaps, total return swaps, options, and bonds/floating rate notes.

How do I get a payment from the Settlement?
You can submit a Proof of Claim online or by mail. The deadline to submit a Proof of Claim is **December 15, 2023**. You do not need to submit a Proof of Claim to share in the Settlement if you previously submitted a valid Proof of Claim in the prior settlements and do not seek to modify or supplement your Proof of Claim. You are entitled to receive a payment if you have a qualifying transaction with **any** of the following banks: Bank of America, Bank of Tokyo-Mitsubishi,

Barclays, Citibank, Credit Suisse, Deutsche Bank, HBOS, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or Portigon (or their subsidiaries or affiliates). You do not need to have transacted with MUFG Bank, Norinchukin, or Société Générale specifically. At this time, it is unknown how much each Class Member who submits a valid claim will receive. Visit www.USDollarLiborSettlement.com for more information on submitting a Proof of Claim.

What are my rights?
If you are a member of the Settlement Class and you do not file a timely claim, you will lose your right to receive money or benefits from the $90 million settlement with MUFG Bank, Norinchukin, and Société Générale unless you submitted a valid claim in a prior settlement in the OTC Action. If you would like to retain your right to file your own lawsuit against MUFG Bank, Norinchukin, or Société Générale, you must opt out of the Settlement Class by **September 29, 2023**. If you stay in the Settlement Class, you may object to the Settlement by **September 29, 2023**.

The Court's hearing.
The Court will hold a hearing on **October 17, 2023** to consider whether to approve the Settlement and approve Class Counsel's request of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs and expenses and service payments to the Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. More information about the Settlement is available on the Settlement website, www.USDollarLiborSettlement.com, and in the Long Form Notice accessible on that website, or by calling 1-888-619-8688.

This notice is only a summary.
For more information, including the full Notice and Settlement Agreement, visit www.USDollarLiborSettlement.com, email info@MUFGLiborSettlement.com **, or call 1-888-619-8688**

Contact:
Susman Godfrey LLP
Seth Ard, 212-471-8354
sard@susmangodfrey.com

SOURCE: ANGEION GROUP