

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

IN RE LIBOR-BASED FINANCIAL INSTRUMENTS ANTITRUST LITIGATION
THIS DOCUMENT RELATES TO:
The OTC Action

No. 1:11-md-2262-NRB

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC  
RE: THE PROPOSED NOTICE PLAN**

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”). Angeion specializes in designing, developing, analyzing, and implementing large-scale legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.
4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*

*Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include antitrust, data breach, mass disasters, product defect, false advertising, employment discrimination, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to Settlement Class Members. The executive profiles as well as the company overview are available at [www.angeiongroup.com](http://www.angeiongroup.com).

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services. Angeion was selected to administer the settlement with MUFG Bank, Ltd.

(“MUFG”), The Norinchukin Bank (“Norinchukin”), and Société Générale (“SocGen”) in this litigation.

11. This declaration will describe the Notice Plan that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process to the Settlement Class in the Settlement with Coöperatieve Centrale Raiffeisen Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) (“Rabobank”), Lloyds Banking Group PLC, Lloyds Bank PLC, and HBOS PLC (“HBOS”) (together, “Lloyds”), Royal Bank of Canada (“RBC”), and WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together “Portigon”).

#### **SUMMARY OF THE NOTICE PLAN**

12. The proposed Notice Plan provides individual direct notice to all reasonably identifiable Settlement Class Members via mail and email, combined with a robust multi-tiered media campaign strategically designed to provide notice to Settlement Class Members via a variety of methods, including state-of-the-art targeted internet notice, social media notice, a paid search campaign, press release and a thorough publication schedule. The Notice Plan also provides for the implementation of a dedicated Settlement Website and a toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

#### **DIRECT NOTICE**

13. The Notice Plan includes direct notice via mail and email to all Settlement Class Members for whom names and addresses are provided to Angeion, which consists of Defendants’ counterparties to the extent such information is available and persons who submitted claims to the prior settlements (“Class List”). Notice will also be mailed to Angeion’s proprietary database (“Broker Database”) of known securities brokers, dealers, banks, and other third-party nominees (“Nominees”), who routinely submit requests for notice to be sent to their clients. The direct notice will consist of the full long form notice and claim form (“Notice”). The Notice will advise Settlement Class Members who previously filed a valid claim and received payments from previous

settlements that they will automatically receive a payment (unless they opt out of the settlement) based on their prior submissions unless they elect to provide additional documentation to supplement their claim.

**Mailed Notice**

14. As part of the Notice Plan, Angeion will mail Notice via first class U.S. mail, postage pre-paid to Settlement Class Members on the Class List provided to Angeion. Angeion will also mail Notice using mailing information maintained in its proprietary Broker Database. Angeion has a long-standing relationship with many of these Nominees, who routinely submit requests for notice to be sent to their clients, having administered numerous securities cases. To differentiate between the notice being issued for the MUFG, Norinchukin, and SocGen Settlement, Notice of this Settlement will be printed on colored paper.

15. Angeion will receive requests from Nominees to (i) send copies of the Notice to the Nominee for them to send directly to their clients who are potential Settlement Class Members; or (ii) cause the Notice to be mailed via first-class mail directly to the Nominee's clients whose contact information the Nominee provides to Angeion.

16. Angeion will employ best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

17. 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.

18. 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.

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

**Email Notice**

20. As part of the Notice Plan, Angeion will send direct email notice to Settlement Class Members with email addresses on the Class List provided to Angeion. Angeion designs the email notice to avoid many common “red flags” that might otherwise cause a Settlement Class Members’ spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. However, the direct email notice will include information on how to access the Long Form Notice, including by providing a link to the settlement website.

21. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire), causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers.

**MEDIA CAMPAIGN**

22. In addition to the direct notice efforts described above, Angeion will implement a comprehensive supplemental media campaign to further provide notice to the Settlement Class. Specifically, Angeion will utilize a carefully tailored mix of print and digital publication notice, programmatic display advertising, social media notice, search engine marketing and a press release to effectively and efficiently diffuse notice of the Settlement through a variety of mediums.

**Publication Notice**

23. The Notice Plan provides for a comprehensive print and digital publication schedule in

financially focused titles such as those listed in the chart below.<sup>1</sup> Printed notice will be published one (1) time per publication. Publications notated with an asterisk in the chart below will also incorporate digital e-edition advertisements in addition to printed notice.

***Print Publication Schedule***

PUBLISHER	CIRCULATION/ SUBSCRIBERS	AD SIZE
Bloomberg Businessweek*	200,000 (National Edition)	Full Page
Wall Street Journal*	644,804 (National Edition)	1/6 Page 1/4 Page
New York Times*	Weekday: 308,954 (National Edition)	1/4 Page
Financial Times*	Weekday: 145,439 (Worldwide Edition)	1/4 Page
Financial Advisor	60,000 in print 50,000 in digital edition (100% within US)	1/2 Page
Investment Advisor	45,000 (100% within US)	1/2 Page
Investment News	75,800	1/2 Page
Pensions & Investments	40,000	1/2 Page
Technical Analysis of Stock & Commodities	35,000 (international edition, 93% in U.S.)	1/2 Page
Bond Buyer	Daily: 630 in print & 280 PDF of edition on website <sup>2</sup> (100% within US)	1/2 Page

<sup>1</sup> Print and digital publication recommendations may be subject to change based on availability, timing, or content approval.

<sup>2</sup> In a thirty (30) day month, this averages to approximately 18,900 physical/print copies per month and approximately 8,400 digital/e-edition copies per month.

**Digital Publication Schedule**

PUBLISHER	WEBSITE	SITE TARGETING	ESTIMATED # OF IMPRESSIONS
Bloomberg	<a href="http://www.bloomberg.com">www.bloomberg.com</a>	Run of Markets Channel	666,667
Dow Jones (includes <i>Wall Street Journal</i> , <i>Marketwatch</i> , <i>Barrons</i> , <i>Financial News London &amp; Mansion Global</i> )	<a href="http://www.wsj.com">www.wsj.com</a> <a href="http://www.barrons.com">www.barrons.com</a> <a href="http://www.marketwatch.com">www.marketwatch.com</a> <a href="http://fnlondon.com">fnlondon.com</a> <a href="http://mansionsglobal.com">mansionsglobal.com</a>	Run of Markets Channel	824,324
New York Times	<a href="http://www.nytimes.com">www.nytimes.com</a>	Topic Targeting: Stock Market	750,000
Financial Times	<a href="http://www.ft.com">www.ft.com</a>	Run of Schedule	312,500
Forbes	<a href="http://www.forbes.com">www.forbes.com</a>	Run of Schedule	444,444
Economist	<a href="http://www.economist.com">www.economist.com</a>	Run of Schedule	250,000
CNBC	<a href="http://www.cnb.com">www.cnb.com</a>	Run of Schedule	100,000
CFO Magazine	<a href="http://cfofive.com">cfofive.com</a>	Run of Schedule	25,000
Financial Advisor	<a href="http://fa-mag.com">fa-mag.com</a>	Run of Schedule	42,000
Institutional Investors	<a href="http://institutionalinvestor.com">institutionalinvestor.com</a>	Run of Schedule	105,000
Investment Advisor	<a href="http://thinkadvisor.com/investment-advisor/issue-gallery">thinkadvisor.com/investment-advisor/issue-gallery</a>	Run of Schedule	75,000
Investment News	<a href="http://investmentnews.com">investmentnews.com</a>	Run of Schedule	40,000
Pensions & Investments	<a href="http://pionline.com">pionline.com</a>	Run of Schedule	23,500
Bond Buyer	<a href="http://bondbuyer.com">bondbuyer.com</a>	Run of Schedule	30-day site buy with approximately 14,000 impressions

**Programmatic Display Advertising**

24. In addition to the notice efforts described above, Angeion will also utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States,<sup>3</sup> to provide notice of the Settlement to Settlement Class Members. The media notice outlined below is strategically designed to provide notice of the Settlement to Settlement Class Members by driving them to the dedicated Settlement Website where they can learn more about the Settlement, including their rights and options.

25. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion<sup>4</sup> to profile the Settlement Class and arrive at an appropriate target group based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Settlement Class Members: “Business Purchases- Products/Services Bought Last 12 Months: Investment of corporate/employees funds.”

26. Understanding the socioeconomic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target group. Here, the target group (employees of financial institutions and other entities that are likely to be Settlements Class Members) has been

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<sup>3</sup> Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly \$105.99 billion on programmatic display advertising in 2021, and it is estimated that approximately \$123.22 billion will be spent on programmatic display advertising in 2022. See <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-2022>. In laypeople’s terms, programmatic display advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets).

<sup>4</sup> GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

reported to have the following characteristics:

- 62.81% are ages 35-64, with a median age of 46.8 years old;
- 62.82% are male;
- 65.42% are now married;
- 37.38% have children;
- 61.88% have received a bachelor's or post-graduate degree;
- 81.89% are currently employed full time;
- The average household income is \$183,570; and
- 89.45% have used social media in the last 30 days.

27. To identify the best vehicles to deliver messaging to the target group, the media quintiles, which measure the degree to which an audience uses media relative to the general population, were reviewed. Here, the objective syndicated data shows that members of the target group spend a heavy amount of time on the internet, averaging 30.4 hours per week.

28. Given the strength of digital advertising, as well as our target group's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach Settlement Class Members.

29. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience against known Settlement Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served by the advertisements about the Settlement.
- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated Settlement Website while they browsed other pages. This allows Angeion to provide a potential Settlement Class Member

sufficient exposure to an advertisement about the Settlement.

- Geotargeting: The campaign will be run nationally.

30. To combat the possibility of non-human viewership of digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

### **Social Media**

31. The Notice Plan also includes a social media campaign utilizing Twitter. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the Twitter platform.

32. The social media campaign will engage with the target group via Twitter's desktop site, mobile site, and mobile app. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the target group. Look-a-like modeling allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the Notice Plan messaging is delivered to the proper audience. Conquesting allows ads to be served in relevant placements to further alert potential Settlement Class Members. The social media ads will run nationally and will coincide with the programmatic display advertising portion of the Notice Plan. Combined, the social media notice and programmatic display advertising components of the Notice Plan are designed to deliver approximately 2.1 million impressions.

33. To track campaign success, we will implement conversion pixels throughout the Settlement Website to understand audience behavior better and identify those most likely to convert<sup>5</sup>. The

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<sup>5</sup> Conversion pixels are pieces of code put in the background of a website that allow Angeion to see how the advertising is performing.

programmatic algorithm will change based on success and failure to generate conversions<sup>6</sup> throughout the process to provide the most effective messaging.

34. Further, Angeion continually monitors the media results and real-time adjustments are made throughout the campaign to ensure that the notice is being delivered to the desired audience. Angeion adjusts for which website types, times of day, banner ad locations, and banner ad sizes are most effective. As we continue to intake data and adjust for those variables, the program continues to be optimized for effective performance.

#### **Paid Search Campaign**

35. The Notice Plan also includes 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. Paid search ads will complement the media notice efforts, as search engines are frequently used to locate a specific website, rather than a person typing in the exact URL. Search terms would relate not only to the Settlement itself but also to the subject matter of the litigation to further aid those searching for the Settlement Website. The paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation, or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

#### **Press Release**

36. Angeion will also cause a global press release to be distributed over PR Newswire (or a similar press release distribution service), which will be translated into nine (9) languages to further diffuse news of the Settlement by reaching audiences across the world. The press release will help garner "earned media" (i.e., other media outlets and/or publications will report the story) separate and apart to supplement the comprehensive notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class.

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<sup>6</sup> In laymen's terms, the algorithm identifies which ads perform best, *i.e.*, results in visits to the Settlement Website (as identified by the conversion pixels) and will adjust accordingly. For example, high performing ads will be utilized more, whereas low performing ads will be utilized less.

**SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT**

37. The Notice Plan will also maintain a case-specific Settlement Website, [www.USDollarLiborSettlement.com](http://www.USDollarLiborSettlement.com), where Settlement Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website is designed to be user-friendly and easy for Settlement Class Members to find information about this Settlement. The Settlement Website also has a “Contact Us” page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address. Likewise, Settlement Class Members will also be able to submit a claim form online via the Settlement Website and securely upload documentation.

38. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Settlement Class Members will be able speak directly with a live operator during normal business hours.

**PLAIN LANGUAGE NOTICE DESIGN**

39. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by presenting the information in plain language, understood by members of the Settlement Class. The design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). The Notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final review for accuracy and may be subject to minor edits. Copies of the proposed notices (Notice of Proposed Settlement and Summary Notice) and Claim Form are attached hereto as **Exhibits B, C, and D**, respectively.

40. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Angeion Group maintains a strong commitment to adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to Settlement Class Members in plain language.

#### **DATA SECURITY & INSURANCE**

41. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

42. Angeion’s privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

43. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

44. Further, our team stays on top of the latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

45. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

### CONCLUSION

46. The Notice Plan outlined herein provides for direct notice via mail and email to all reasonably identifiable Settlement Class Members, combined with a robust, multi-faceted media campaign. The Notice Plan also includes the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

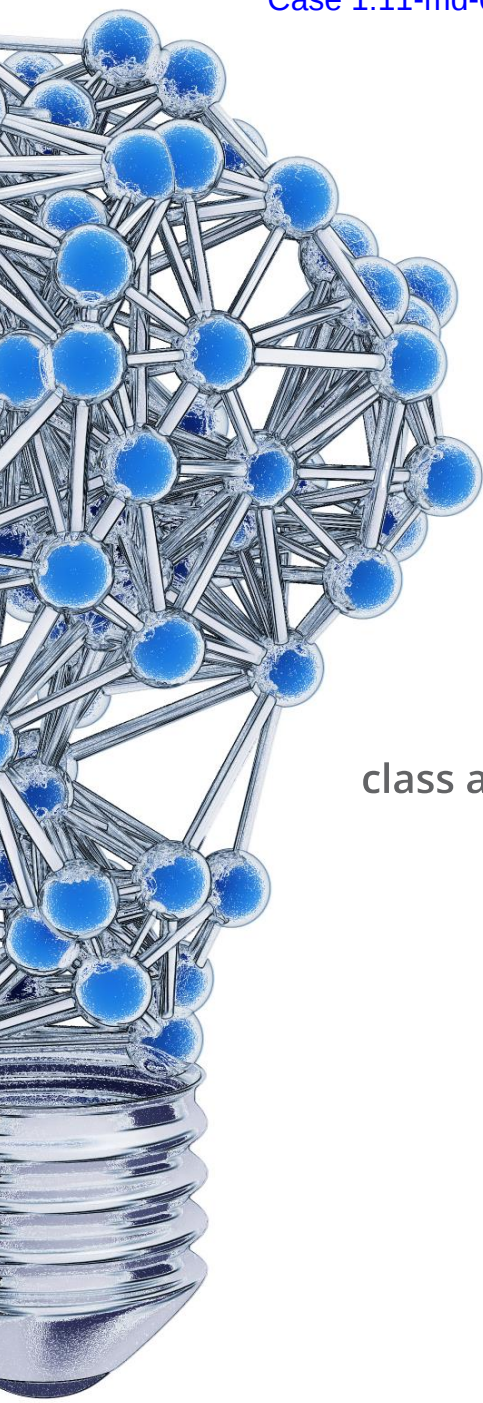
47. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process, and Fed. R. Civ. P. 23. After the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to this Court.

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

Dated: July 17, 2023

  
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STEVEN WEISBROT

# **Exhibit A**



# INNOVATION

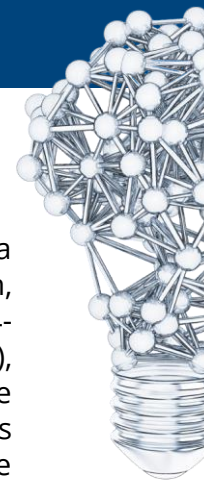
## IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



# Judicial Recognition

# JUDICIAL RECOGNITION



## ***IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION***

### **Case No. 3:18-md-02843**

The Honorable Vincent Chhabria, United States District Court, Northern District of California (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

## ***LUNDY v. META PLATFORMS, INC.***

### **Case No. 3:18-cv-06793**

The Honorable James Donato, United States District Court, Northern District of California (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

## ***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION***

### **Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

## ***IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION***

### **Case No. 1:20-cv-04699**

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...



## ***IN RE: GOOGLE PLUS PROFILE LITIGATION***

### **Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the “Notice Program”), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

## ***MEHTA v. ROBINHOOD FINANCIAL LLC***

### **Case No. 5:21-cv-01013**

The Honorable Susan van Keulen, United States District Court, Northern District of California (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys’ fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

## ***ADTRADER, INC. v. GOOGLE LLC***

### **Case No. 5:17-cv-07082**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court’s one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California’s Procedural Guidance for Class Action Settlements.



## ***IN RE: FACEBOOK INTERNET TRACKING LITIGATION***

### **Case No. 5:12-md-02314**

The Honorable Edward J. Davila, United States District Court, Northern District of California (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

## ***CITY OF LONG BEACH v. MONSANTO COMPANY***

### **Case No. 2:16-cv-03493**

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

## ***STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC***

### **Case No. 3:20-cv-00903**

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

## ***WILLIAMS v. APPLE INC.***

### **Case No. 3:19-cv-0400**

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

## ***CLEVELAND v. WHIRLPOOL CORPORATION***

### **Case No. 0:20-cv-01906**

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email



addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

***RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.***

**Case No. 5:19-cv-04596**

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

***CAMERON v. APPLE INC.***

**Case No. 4:19-cv-03074**

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

***RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS***

**Case No. 2:18-cv-07241**

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

***JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.***

**Case No. 2:15-cv-01219**

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed

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Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, [www.nationalgridtcpasettlement.com](http://www.nationalgridtcpasettlement.com)) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

## ***NELLIS v. VIVID SEATS, LLC***

### **Case No. 1:20-cv-02486**

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

## ***PELLETIER v. ENDO INTERNATIONAL PLC***

### **Case No. 2:17-cv-05114**

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

## ***BIEGEL v. BLUE DIAMOND GROWERS***

### **Case No. 7:20-cv-03032**

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature



of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

***QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS***

**Case No. 37-2019-00017834-CU-NP-CTL**

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

***HOLVE v. MCCORMICK & COMPANY, INC.***

**Case No. 6:16-cv-06702**

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

***CULBERTSON T AL. v. DELOITTE CONSULTING LLP***

**Case No. 1:20-cv-03962**

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

***PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC***

**Case No. 3:19-cv-00167**

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable



under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

***IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)***

**Case No. 6:20-md-02977**

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

***ROBERT ET AL. v. AT&T MOBILITY, LLC***

**Case No. 3:15-cv-03418**

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

***PYGIN v. BOMBAS, LLC***

**Case No. 4:20-cv-04412**

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

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***WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.*****Case No. 1:20-cv-23564**

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

***NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION*****Case No. CV03-20-00831, CV03-20-03221**

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

***IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION*****Case No. 3:20-cv-00812**

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

***IN RE: PEANUT FARMERS ANTITRUST LITIGATION*****Case No. 2:19-cv-00463**

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

***BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.*****Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.



***IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION***

**Case No. 2:19-mn-02886**

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

***ADKINS ET AL. v. FACEBOOK, INC.***

**Case No. 3:18-cv-05982**

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1950).

***IN RE: 21<sup>ST</sup> CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION***

**Case No. 8:16-md-02737**

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

***MARINO ET AL. v. COACH INC.***

**Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States

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Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

## ***BROWN v. DIRECTV, LLC***

### **Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

## ***IN RE: SSA BONDS ANTITRUST LITIGATION***

### **Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

## ***KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.***

### **Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

## ***HESTER ET AL. v. WALMART, INC.***

### **Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

## ***CLAY ET AL. v. CYTOSPORT INC.***

### **Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice

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Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

## ***GROGAN v. AARON'S INC.***

### **Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

## ***CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.***

### **Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

## ***SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.***

### **Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members

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will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). *Id.* ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” *Roes*, 944 F.3d at 1045 (citation omitted).

## ***HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC***

### **Case No. 8:19-cv-00550**

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

## ***CORCORAN, ET AL. v. CVS HEALTH, ET AL.***

### **Case No. 4:15-cv-03504**

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court

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APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

***PATORA v. TARTE, INC.***

**Case No. 7:18-cv-11760**

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

***CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.***

**Case No. 2:16-cv-00633**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

***CORZINE v. MAYTAG CORPORATION, ET AL.***

**Case No. 5:15-cv-05764**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

***MEDNICK v. PRECOR, INC.*****Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

***GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.*****Case No. 1:18-cv-20048**

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

***ANDREWS ET AL. v. THE GAP, INC., ET AL.*****Case No. CGC-18-567237**

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

***COLE, ET AL. v. NIBCO, INC.*****Case No. 3:13-cv-07871**

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

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## ***DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.***

### **Case No. 1:14-cv-14744**

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

## ***IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION***

### **Case No. 3:17-md-02777**

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

## ***RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY***

### **Case No. 1:15-cv-04519**

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy

# JUDICIAL RECOGNITION



as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

***MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.***

**Case No. 7:16-cv-06981**

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

***IN RE: OUTER BANKS POWER OUTAGE LITIGATION***

**Case No. 4:17-cv-00141**

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

***GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.***

**Case No. 7:13-cv-03073**

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

***HALVORSON v. TALENTBIN, INC.*****Case No. 3:15-cv-05166**

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

***IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION*****MDL No. 2669/Case No. 4:15-md-02669**

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

***TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.*****Case No. 1:15-cv-00912**

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise

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Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

## ***IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION***

### **Case No. 1:14-md-02583**

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

## ***ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC***

### **Case No. 384003V**

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

## ***IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION***

### **Case No. 2:08-cv-00051**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will

# JUDICIAL RECOGNITION



receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

## ***FENLEY v. APPLIED CONSULTANTS, INC.***

### **Case No. 2:15-cv-00259**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

## ***FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.***

### **Case No. 1:15-cv-08372**

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

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## ***IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION***

### **MDL No. 2001/Case No. 1:08-wp-65000**

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

## ***SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.***

### **Case No. 2:09-cv-08394**

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

## ***FERRERA, ET AL. v. SNYDER'S-LANCE, INC.***

### **Case No. 0:13-cv-62496**

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

## ***IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION***

### **MDL No. 2328/Case No. 2:12-md-02328**

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the

# JUDICIAL RECOGNITION



plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

***SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.***

**Case No. 0:13-cv-61747**

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

***OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.***

**Case No. 3:14-cv-00645**

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

# Exhibit B

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 \$101 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 \$101 million Settlement with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) (“Rabobank”), Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc, and Bank of Scotland plc (together, “Lloyds”), Royal Bank of Canada (“RBC”), and WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together “Portigon”) (“Settlement”). This is the sixth 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”), a \$100 million settlement HSBC Bank plc (“HSBC”), and a \$90 settlement with MUFG Bank, Ltd. (“MUFG”), The Norinchukin Bank (“Norinchukin”), and Société Générale (“SocGen”).

You are included if you are an individual or entity that directly purchased certain U.S. Dollar LIBOR-based instruments from Bank of America, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or 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 Rabobank, Lloyds, RBC, or Portigon specifically.

You can submit a Proof of Claim to share in the Settlement, but you must do so by **DEADLINE DATE** (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, Deutsche Bank/HSBC Settlements or MUFG/Norinchukin/SocGen Settlement 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 \$101 million in this class action lawsuit reached with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) (“Rabobank”), Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc and Bank of Scotland plc (together, “Lloyds”), Royal Bank of Canada (“RBC”), and WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together “Portigon”). This is in addition to the \$680 million in settlements with other Defendants (Barclays, Citibank, Deutsche Bank, HSBC, MUFG, Norinchukin, and SocGen) 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, JPMorgan Chase, Royal Bank of Scotland, and UBS.
- 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS CASE</b>	
<b>STAY IN THE CLASS</b>	This is the only way to get a payment from the Settlement. <i>See</i> Question 18.
<b>ASK TO BE EXCLUDED</b> By [DEADLINE]	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. <i>See</i> Question 21.
<b>OBJECT TO THE SETTLEMENT</b> By [DEADLINE]	If you do not exclude yourself from the Settlement and wish to object to it, you must file a written objection. <i>See</i> Question 26.
<b>GO TO THE HEARING</b>	You may request to be heard at the Fairness Hearing for the Settlement. <i>See</i> Question 32.
<b>DO NOTHING</b>	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 Rabobank, Lloyds, RBC, and Portigon 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 <i>pro rata</i> share of the Settlement and you will not need to do anything to receive a payment, <b>unless</b> you affirmatively request that a different set of information be utilized to calculate your <i>pro rata</i> 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.

## What This Notice Contains

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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 four of the Defendants, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) (“Rabobank”), Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc, and Bank of Scotland plc (together, “Lloyds”), Royal Bank of Canada (“RBC”), and WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together “Portigon”). 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, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, 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 Rabobank, Lloyds, RBC, and Portigon, which is why you are receiving this Notice. Separate settlements totaling \$680 million were previously reached with Barclays, Citibank, Deutsche Bank, HSBC, MUFG, Norinchukin, and SocGen. 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”);
- 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”);

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

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”);
- UBS AG (“UBS”); and
- The Royal Bank of Scotland Group PLC and Royal Bank of Scotland PLC (together, “Royal Bank of Scotland”).

#### **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, Rabobank, Lloyds, RBC, or Portigon. Instead, the Parties have engaged in negotiations, and Plaintiffs, Rabobank, Lloyds, RBC, and Portigon 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 Rabobank, Lloyds, RBC, and Portigon 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 Rabobank, Lloyds, RBC, and Portigon if you:

- Directly purchased certain U.S. Dollar LIBOR-based instruments (*see* Question 11);

- From Bank of America, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, 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 have purchased 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 Rabobank, Lloyds, RBC, or Portigon 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 backed 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 CDS 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-XXX-XXX-XXXX with questions or visit [www.USDollarLiberSettlement.com](http://www.USDollarLiberSettlement.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@USDollarLiberSettlement.com](mailto:info@USDollarLiberSettlement.com).

## THE SETTLEMENT BENEFITS

**13. What does the Settlement provide?**

The Settlement will create a Settlement Fund totaling \$101 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 29). Additionally, Rabobank, Lloyds, RBC, and Portigon 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.USDollarLiberSettlement.com](http://www.USDollarLiberSettlement.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 29). 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](http://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, Deutsche Bank/HSBC Settlements, or MUFG/Norinchukin/SocGen Settlement, you do not need to submit a Proof of Claim for this Settlement with Rabobank, Lloyds, RBC, and Portigon 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 **DEADLINE DATE**.

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 **DEADLINE DATE**. Claims may be submitted online at [www.USDollarLiborSettlement.com](http://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 20).

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 Rabobank, Lloyds, RBC, and Portigon 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](http://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 Rabobank, Lloyds, RBC, and Portigon for the claims being resolved by the Settlement. The specific claims ("Released Claims") you are giving up against Rabobank, Lloyds, RBC, and Portigon and all related parties ("Released Parties") are described in paragraphs 2(gg)-(ii) and 8(b) of the Settlement Agreement. You will be releasing Rabobank, Lloyds, RBC, and Portigon and all Released Parties as described in the Settlement Agreement.

The released claims do not, however, include the following<sup>1</sup>:

- (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](http://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 28 for free or you can, of course, talk to your own lawyer about what this means.

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<sup>1</sup> Certain terms used herein are defined in the Settlement Agreement, available at [www.USDollarLiborSettlement.com](http://www.USDollarLiborSettlement.com).

## 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 (Rabobank, Lloyds, RBC, and Portigon) 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.

### 20. How do I get out of the Class<sup>2</sup>?

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 Rabobank, Lloyds, RBC, and Portigon 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 **DEADLINE DATE**.

You must also provide any other information reasonably requested by the Claims Administrator. You must mail your Request for Exclusion, postmarked no later than **DEADLINE DATE** 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;

<sup>2</sup> 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. The deadline to exclude yourself from the MUFG/Norinchukin/Société Générale Settlement is September 29, 2023. At this time, you may exclude yourself from the Rabobank, Lloyds, RBC, and Portigon Settlement.

- A statement saying that you object to the Rabobank, Lloyds, RBC, and Portigon Settlement in *In re LIBOR-Based Financial Instruments Antitrust Litigation*, MDL No. 2262;
- Whether you plan to appear at the Fairness Hearing (*see* Question 32);
- 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 **DEADLINE DATE** and mailed to the addresses listed below, postmarked no later than **DEADLINE DATE**. 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 **DEADLINE DATE**.

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
Brian J. Poronsky Katten Muchin Rosenman LLP 525 West Monroe Street Chicago, IL 60662	Marc J. Gottridge Herbert Smith Freehills New York LLP 450 Lexington Avenue New York, NY 10017	David R. Gelfand Milbank LLP 55 Hudson Yards New York, NY 10001
Christopher M. Paparella Justin Ben-Asher Steptoe & Johnson LLP 1114 Avenue of the Americas New York, NY 10036		

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

### 28. 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.

### 24. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees up to one-third of the \$101 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.

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

The Court will hold a Fairness Hearing at **XX:XX a.m./p.m.** on **DATE**. 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](http://www.USDollarLiborSettlement.com) or call 1-**XXX-XXX-XXXX**. 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.

### 26. 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.

**27. 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 26, so it is postmarked and received no later than **DEADLINE DATE**.

## IF YOU DO NOTHING

**28. 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 Rabobank, Lloyds, RBC, and Portigon. 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

**29. 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](http://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@USDollarLiborSettlement.com](mailto:info@USDollarLiborSettlement.com), or call the toll-free number, 1-XXX-XXX-XXXX. You can also get a Proof of Claim at the website or by calling the toll-free number, 1-XXX-XXX-XXXX.

# Exhibit C

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

## *A Settlement Totaling \$101 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 \$101 million has been reached with Coöperatieve Rabobank U.A. (“Rabobank”), Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc, and Bank of Scotland plc (together, “Lloyds”), Royal Bank of Canada (“RBC”), and Portigon AG and Westdeutsche Immobilien Servicing AG (together “Portigon”). Earlier settlements totaling \$680 million were reached with Barclays, Citibank, Deutsche Bank, HSBC, MUFG, Norinchukin, and SocGen bringing the total settlement amount to \$781 million. The remaining Non-Settling Defendants include Bank of America, Credit Suisse, JPMorgan Chase, Royal Bank of Scotland, and UBS.

### **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. Rabobank, Lloyds, RBC, and Portigon 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, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, HSBC, JPMorgan Chase, Lloyds, Norinchukin, Rabobank, Royal Bank of Canada, Royal Bank of Scotland, Société Générale, UBS, or 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 \$101 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, Rabobank, Lloyds, RBC, and Portigon 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 **DEADLINE**. 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, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, , 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 Rabobank, Lloyds, RBC, and Portigon specifically. At this time, it is unknown how much each Class Member who submits a valid claim will receive. Visit [www.USDollarLiberSettlement.com](http://www.USDollarLiberSettlement.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 \$101 million settlement with Rabobank, Lloyds, RBC, and Portigon 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 Rabobank, Lloyds, RBC, and Portigon, you must opt out of the Settlement Class by **DEADLINE**. If you stay in the Settlement Class, you may object to the Settlement by **DEADLINE**.

The Court will hold a hearing on **DATE** 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.USDollarLiberSettlement.com](http://www.USDollarLiberSettlement.com), and in the Long Form Notice accessible on that website, or by calling 1-**XXX-XXX-XXXX**.

# Exhibit D

**Your claim must  
be postmarked  
by:  
DEADLINE**

**In re: LIBOR-Based Financial Instruments Antitrust Litigation**

Coöperatieve Rabobank U.A., Lloyds Banking Group plc, Lloyds Bank plc,  
HBOS plc, Bank of Scotland plc, Royal Bank of Canada, Portigon AG and  
Westdeutsche Immobilien Servicing AG Settlement  
MDL No. 1:11-md-02262-NRB

**LIBOR-  
Rabo**

**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**

**Coöperatieve Rabobank U.A., Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc,  
Bank of Scotland plc, Royal Bank of Canada, Portigon AG and Westdeutsche Immobilien  
Servicing AG Settlement**

*In order to expedite the filing of your claim, visit [www.USDollarLiborSettlement.com](http://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, MUFG, Barclays, Citibank, Credit Suisse, Deutsche Bank, 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 Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (n/k/a Coöperatieve Rabobank U.A.) (“Rabobank”), Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc, and Bank of Scotland plc (together, “Lloyds”), Royal Bank of Canada (“RBC”), and WestLB AG (n/k/a Portigon AG) and Westdeutsche Immobilienbank AG (n/k/a Westdeutsche Immobilien Servicing AG) (together “Portigon”). You need not have purchased the U.S. Dollar LIBOR-Based Instruments from Rabobank, Lloyds, RBC, or Portigon in order to submit a Proof of Claim in this Settlement. Please visit [www.USDollarLiborSettlement.com](http://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, Deutsche Bank/HSBC Settlements, or MUFG/Norinchukin/SocGen Settlement you do not need to submit a Proof of Claim for this Settlement with Rabobank, Lloyds, RBC, or Portigon 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.**

**Your claim must  
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by:  
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**In re: LIBOR-Based Financial Instruments Antitrust Litigation**

Coöperatieve Rabobank U.A., Lloyds Banking Group plc, Lloyds Bank plc,  
HBOS plc, Bank of Scotland plc, Royal Bank of Canada, Portigon AG and  
Westdeutsche Immobilien Servicing AG Settlement  
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**Proof of Claim**

3. Options for Submitting a Proof of Claim Form:
- You can complete this Proof of Claim through the Settlement Website at [www.USDollarLiborSettlement.com](http://www.USDollarLiborSettlement.com) no later than **DEADLINE DATE**.
  - You can mail your completed and signed Proof of Claim postmarked no later than **DEADLINE DATE** to:

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:
- Check the appropriate box in Part I;
  - Identify Proof of Claim Number (if known);
  - Provide name and address in Part II;
  - 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
  - Complete the certification section in Part VI.
8. If you have not 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.**

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**In re: LIBOR-Based Financial Instruments Antitrust Litigation**

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**Proof of Claim**

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.
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:

<b>Defendant</b>
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, Lloyds Bank plc, HBOS plc, and Bank of Scotland 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 and Royal 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”);
MUFG Bank, Ltd. (f/k/a The Bank of Tokyo-Mitsubishi UFJ, Ltd)
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-(XXX) XXX-XXXX, send an e-mail to [info@USDollarLiborSettlement](mailto:info@USDollarLiborSettlement), or visit the website for the Settlement at [www.USDollarLiborSettlement.com](http://www.USDollarLiborSettlement.com) to obtain the required file layout.

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**In re: LIBOR-Based Financial Instruments Antitrust Litigation**

Coöperatieve Rabobank U.A., Lloyds Banking Group plc, Lloyds Bank plc,  
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**Proof of Claim**

17. A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by DEADLINE 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.
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**

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**Proof of Claim**

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

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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](http://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:

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**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
<i>UBS</i>	<i>9/10/2006</i>	<i>9/10/2021</i>	<i>3-Month USD LIBOR</i>	<i>\$20 Million</i>	<i>Quarterly</i>	<i>Actual/360 N146950N</i>

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

<b>Defendant Name</b>	<b>Abbreviated Defendant Name</b>
Credit Suisse Group AG	Credit Suisse
Bank of America Corporation and Bank of America, N.A., JPMorgan Chase & Co. and JPMorgan Chase Bank, NA	BoA JPMorgan
HSBC Holdings PLC and HSBC Bank PLC	HSBC
Barclays Bank plc	Barclays
Lloyds Banking Group plc, Lloyds Bank plc, HBOS plc, and Bank of Scotland 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 and Royal 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
Société Générale	SocGen
Royal Bank of Canada	RBC

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**In re: LIBOR-Based Financial Instruments Antitrust Litigation**

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**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)<sup>1</sup>

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

<sup>1</sup> 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.

<sup>2</sup> If the transaction was cancelled before the maturity date, list the cancellation date not the maturity date.

<sup>3</sup> 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.

<sup>4</sup> 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.

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**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 <sup>5</sup> (MM/DD/YYYY)	Tenor and Currency of LIBOR <sup>6</sup>	Frequency of LIBOR Payment Periods	Amount (in \$)	ISIN/ CUSIP	Reference ID	Non- Standard Terms <sup>7</sup>

**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**

<sup>5</sup> If you sold the instrument or it was called before it matured, use the earlier of the maturity, call and sale date.

<sup>6</sup> 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.

<sup>7</sup> 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.

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**Proof of Claim**

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 Rabobank, Lloyds, RBC, and Portigon to disclose my (our) information and transaction data relating to my (our) trades for use in the claims administration process.

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**PART VI: CERTIFICATION**

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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.

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### Proof of Claim

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).