

EXHIBIT 1

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

IN RE LIBOR-BASED FINANCIAL
INSTRUMENTS ANTITRUST
LITIGATION

MDL No. 2262, 11 Civ. 2613

No. 1:11-MD-02262-NRB

THIS DOCUMENT RELATES TO:

EXCHANGE-BASED PLAINTIFFS
ACTION

**AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
EXCHANGE-BASED PLAINTIFFS AND BARCLAYS BANK PLC**

WHEREAS, the settlement agreement between Exchange-Based Plaintiffs and Defendant Barclays Bank plc (“Barclays”), dated October 7, 2014 (the “Settlement Agreement”), was preliminarily approved by the Court on December 2, 2014;¹ and

WHEREAS, Paragraph 4 of the Settlement Agreement defines the class period as January 1, 2005 through May 31, 2010 (the “Class Period”); and

WHEREAS, Exchange-Based Plaintiffs have subsequently entered into settlement agreements with certain other Defendants in which the class period is defined to include the longer period of January 1, 2003 through May 31, 2011; and

¹ Unless otherwise defined herein, all capitalized terms have the meaning ascribed to them in the Settlement Agreement between Exchange-Based Plaintiffs and Barclays Bank plc, dated October 7, 2014. (ECF No. 1338.)

WHEREAS, Exchange-Based Plaintiffs and Barclays agree that it would be mutually beneficial for the Class Period in the Settlement Agreement to be coterminous with the class periods in any other settlement agreements reached in the Action; and

WHEREAS, pursuant to Paragraph 9 of the Settlement Agreement, \$14,975,000 (the “Unpaid Balance”) of the total Settlement Amount of \$19,975,000 presently is not due to be paid into the Settlement Fund until ten (10) business days after entry of the Final Approval Order; and

WHEREAS, Exchange-Based Plaintiffs and Barclays agree that the entry of the Final Approval Order is unlikely to occur for many months, during which time interest could be earned on the Unpaid Balance for the benefit of the Settlement Fund and the Class, should the Unpaid Balance be paid early and held in escrow; and

WHEREAS, pursuant to Paragraphs 22 through 27 of the Settlement Agreement, Barclays agreed to provide certain reasonable cooperation to Exchange-Based Plaintiffs’ Counsel; and

WHEREAS, Exchange-Based Plaintiffs’ Counsel believes that certain additional cooperation from Barclays would benefit the Class;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed, by and among Exchange-Based Plaintiffs (individually and on behalf of the Settlement Class) and Barclays, by and through Exchange-Based Plaintiffs’ Counsel and Barclays’ counsel, that the Settlement Agreement is amended as follows:

1. Class Period: In exchange for the Early Payment and Additional Cooperation described in Paragraphs 2 and 3 of this agreement (the “Amendment”), and for other good and valuable consideration, the Class Period set forth in Paragraph 4 of the Settlement Agreement shall be amended and expanded to include the period January 1, 2003 through May 31, 2011, or

any such longer period as may be included in any amended pleading filed in the Action or other settlement agreement with any other Defendant before entry of the Final Approval Order.

2. Early Payment: Within thirty (30) days of the execution of this Amendment, Barclays shall pay by wire transfer the Unpaid Balance (\$14,975,000) of the Settlement Amount described in Paragraph 9 of the Settlement Agreement into the Settlement Fund (the “Early Payment”).

3. Additional Cooperation: Subject to the terms, conditions and limitations set forth in Paragraphs 22 and 27 of the Settlement Agreement, Barclays agrees to provide the following cooperation (the “Additional Cooperation”):

a. **Transactional Data**: Barclays will produce reasonably accessible transactional data identifying the names and addresses of parties, who, between January 1, 2003 through May 31, 2011, entered into Eurodollar futures or options transactions on the Chicago Mercantile Exchange.

b. **Limited Jurisdictional Discovery**: Barclays will respond to reasonable requests by Exchange-Based Plaintiffs’ Counsel for documents that reflect jurisdictional facts relating to foreign defendants other than Barclays, provided that (i) no such request shall be made prior to the entry of the Final Approval Order, and (ii) any such request shall be limited to targeted, non-burdensome keyword searches of previously collected documents for documents that pertain or may pertain to the exercise of personal jurisdiction over foreign defendants other than Barclays.

c. **Transcripts of Testimony**: To the extent permitted by law and absent objection by any regulatory authority, Barclays will produce non-privileged, reasonably

accessible transcripts of trial testimony, depositions or affidavits, to the extent such materials are relevant to the claims asserted in the Action.

4. Miscellaneous: This Amendment and any claims relating to or arising from it shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law. For the avoidance of doubt, unless explicitly set forth above, nothing in this Amendment is intended to modify or amend any other provision of the Settlement Agreement, the terms of which shall remain in full force and effect. If for any reason this Amendment is not approved by the Court, or any term or provision of this Amendment causes the Court not to approve the Settlement Agreement, this Amendment shall be deemed null and void, the Settling Parties shall remain bound by the original terms of the Settlement Agreement, and the Settling Parties shall work in good faith to effectuate the Settlement Agreement.

Dated: September 15, 2017

Exchange-Based Plaintiffs' Counsel, on behalf of Exchange-Based Plaintiffs individually and the Class

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