



*In Re Libor-Based Financial Instruments Antitrust Litigation*

ELECTRONIC CLAIMS FILING GUIDELINES



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## Overview

Electronic Claims Filing applies to institutions or entities that are filing multiple Proof of Claim and Release forms on behalf of themselves and/or others, as well as individuals or entities that are filing Proof of Claim and Release forms with a large number of transactions (50+).

Electronic Claims Filings are subject to rejection if not prepared in compliance with these Electronic Claims Filing Guidelines.

PLEASE NOTE: No Electronic Claims Filings will be considered to have been properly submitted unless the Claims Administrator issues to the filer a written acknowledgment of receipt and acceptance of electronically submitted data.

## Electronic Filing Requirements

### I. Complete and Sign a paper Proof of Claim and Release form:

- One executed “paper” master Proof of Claim and Release form should be completed per submission. This Proof of Claim and Release form serves as a master Proof of Claim and Release form for one or all of the accounts included on your file. The Proof of Claim Form is attached hereto as Appendix B.
- Be sure to include company name, account name/number, and company address. If submitting an electronic file on behalf of several accounts, enter “Various Accounts” for the account name/number.
- Complete the signature page on the Proof of Claim and Release form. If you are filing on behalf of your clients, you must include a letter or document providing your authorization to sign on behalf of your clients, as set forth in Appendix C.
- A valid email address must be on file with the Claims Administrator. Communication regarding deficiencies and rejections on electronically filed claims may be conducted by email. A valid email address **MUST** be included on the Proof of Claim and Release form, and the email address provided **MUST** be updated in the event the contact person or email address changes; it is the sole responsibility of the filing party to maintain up-to-date, complete contact information with the Claims Administrator.

### II. Prepare a cover letter:

- A cover letter **MUST** be included with the master Proof of Claim and Release form. The cover letter must include the total number of accounts; total number of transactions; total number of Eurodollar Futures Contracts purchased, acquired, and sold; and contact name(s) with phone number(s) and email address(es). Please see the sample cover letter as set forth in Appendix D.

### III. Prepare a data file:



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- An Excel spreadsheet or other electronic file containing account information and transactional data **MUST** be prepared in accordance with A.B. Data, Ltd.'s Electronic Claims Filing Template Mapping Instructions found in Appendix E. The following formats are acceptable: a) MEDIA: CD, DVD, and flash drive and b) DATA: ASCII, MS Excel, and MS Access. For your convenience, an Excel spreadsheet template is available for your use and may be downloaded from the settlement website.
- If you cannot provide the information in the aforementioned formats or you have other requests, questions, concerns, or comments, please email A.B. Data, Ltd., at [efiling@abdata.com](mailto:efiling@abdata.com) or you may call 800-918-8964 to speak to an Electronic Claims Filing Specialist.

**IV. Mail your executed master Proof of Claim and Release form with a cover letter and media format to:**

USD Libor EuroDollar Futures Settlement  
Attention: Electronic Claims Department  
c/o A.B. Data, Ltd.  
3410 West Hopkins Street  
Po Box 170990  
Milwaukee, WI 53217

### Documentation Requirements

A.B. Data, Ltd., reserves the right to request additional documentation at any time after your Proof of Claim and Release form and file have been received and processed. The documentation provided should be sufficient to verify the validity and accuracy of the data provided in the file.

If you provided a letter/affidavit attesting to the truth and accuracy of your data when initially submitting your file, A.B. Data may still require specific documentary evidence (trade confirmations, monthly statement, or equivalent) to verify the details of your transactions and/or holdings.

### How to account for Free Receipts, Free Deliveries, and Transfers

Free receipt, free delivery, and transfer transactions are not eligible for payment unless you have additional information regarding the original purchase, acquisition, or subsequent sale. If you do not have this information, free receipt, free delivery, and transfer transactions should only be included on your electronic file for balancing purposes. **You MUST use the following instructions when filing for accounts that have free receipt, free delivery, and transfer transactions during the Class Period:**



1. If EuroDollar Futures/Options were transferred to or from a different custodian (corresponding account is not on your electronic file), you must follow these instructions:

- 1.1 EURODOLLAR FUTURES/OPTIONS RECEIVED INTO ACCOUNT: You must account for any received EuroDollar Derivatives by providing the opening position or original purchase or acquisition of these EuroDollar Derivatives from the prior account.
- 1.2 EURODOLLAR FUTURES/OPTIONS DELIVERED OUT OF ACCOUNT: You must account for any delivered EuroDollar Derivatives by providing the sale and/or closing position from the subsequent account.
- 1.3 NO INFORMATION AVAILABLE ON ORIGINAL PURCHASE/ACQUISITION or SUBSEQUENT SALE: You must provide the free receipt and/or free delivery EuroDollar Futures/Options in order to balance your claim. A “transfer in” should be reflected as transaction type “FR,” and a “transfer out” should be reflected as transaction type “FD” (prices and net amounts should be zero).

### Claim Balancing

Negative values may only be given for short opening or closing positions. All other transactions must be positive values.



## Appendix A

### Case Specific Information

|                        |  |
|------------------------|--|
| CLASS DEFINITION:      | All Persons (other than Defendants, their employees, affiliates, parents, subsidiaries, and co-conspirators) that transacted in LIBOR-based Eurodollar futures or options on exchanges such as the Chicago Mercantile Exchange between January 1, 2003 through May 31, 2011. |
| CLAIM FILING DEADLINE: | December 1, 2020   |

#### **Transactions for each account should include:**

| Transaction Type | Definition  | Valid Dates                                     |
|------------------|---|---|
| <b>O</b>         | Total open position of contracts at the beginning of the Class Period.              | January 1, 2003                                 |
| <b>P</b>         | Purchases/acquisitions during the Class Period.                                     | January 1, 2003 through May 31, 2011, inclusive |
| <b>FR</b>        | Transfer into account during the Class Period.                                      | January 1, 2003 through May 31, 2011, inclusive |
| <b>S</b>         | Sales during the Class Period.  | January 1, 2003 through May 31, 2011, inclusive |
| <b>FD</b>        | Transfer out to another account during the Class Period.                            | January 1, 2003 through May 31, 2011, inclusive |
| <b>C</b>         | Total position of contracts at the close of trading at the end of the Class Period. | May 31, 2011                                    |

**\*\*\*Please see Appendix E for mapping instructions detailing how to properly submit your file. Files submitted that do not follow the mapping instructions are subject to rejection.**



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE LIBOR-BASED FINANCIAL  
INSTRUMENTS ANTITRUST LITIGATION

Master File No. 11-md-2262 (NRB)

THIS DOCUMENT RELATES TO:

METZLER INVESTMENT GmbH, et al.,

No. 11 Civ. 2613

Plaintiffs,

v.

CREDIT SUISSE GROUP AG, et al.

Defendants.

**PROOF OF CLAIM AND RELEASE  
FOR THE EXCHANGE-BASED PLAINTIFFS' SETTLEMENTS WITH  
BANK OF AMERICA, BARCLAYS, CITI, DEUTSCHE BANK, HSBC, JPMORGAN, AND SOCIÉTÉ GÉNÉRALE**

GENERAL INSTRUCTIONS

1. There has been a partial settlement of the above-referenced Exchange-Based Plaintiffs' Action in the U.S. Dollar LIBOR multi-district litigation styled, *In re LIBOR-Based Financial Instruments Antitrust Litigation*, 11 MDL No. 2262 (NRB) (S.D.N.Y.), pending in the United States District Court for the Southern District of New York, and involving plaintiffs who transacted in Eurodollar futures contracts and/or options on Eurodollar futures contracts on exchanges, such as the Chicago Mercantile Exchange ("CME"), during the period between January 1, 2003 and May 31, 2011, inclusive ("the Exchange-Based Plaintiffs' Action"). The Settlements are subject to Court approval.
2. If you are a member of the Settlement Class (*see* definition in ¶7 below) you may be eligible for a payment from the Net Settlement Fund if you comply with the instructions in this Proof of Claim and Release ("Proof of Claim") form and submit it in a timely manner. Payments from the Net Settlement Fund will be made only to Eligible Claimants and in accordance with and pursuant to a plan of distribution approved by the Court. An Eligible Claimant is a Settlement Class Member whose proof of claim is found by the Settlement Administrator to be timely, adequately supported, properly verified and otherwise valid.
3. A summary of Exchange-Based Plaintiffs' claims, the Settlements, and releases are set forth in the Notice. If there are further settlements achieved in the Exchange-Based Plaintiffs' Action, members of the Settlement Class do not have to submit another Proof of Claim form. Critically, the district court recently denied Exchange-Based Plaintiffs' motion for class certification and the Court of Appeals for the Second Circuit denied the Exchanged-Based Plaintiffs' petition for interlocutory review of the district court's decision. If the Court's class certification ruling is not reversed after an appeal is taken after the entry of final judgment, this lawsuit will not proceed as a class action. Your participation in these Settlements may offer the best, and perhaps only, chance for you to receive any monetary recovery from the Exchange-Based Plaintiffs' Action.
4. Submission of this Proof of Claim form, however, does not assure that you will share in the Net Settlement Fund.

5. You have two options for completing a Proof of Claim form:
- You can mail your completed and signed Proof of Claim form postmarked no later than December 1, 2020, to:

USD LIBOR EURODOLLAR FUTURES SETTLEMENT  
c/o A.B. DATA, LTD.  
P.O. BOX 170990  
MILWAUKEE, WI 53217  
[www.USDLiborEurodollarSettlements.com](http://www.USDLiborEurodollarSettlements.com)

- You can complete and submit the Proof of Claim form through the Settlement website by visiting [www.USDLiborEurodollarSettlements.com](http://www.USDLiborEurodollarSettlements.com). Upon completion of the online Proof of Claim form, you will receive an acknowledgment that your Proof of Claim has been submitted. If you choose this option and file a Proof of Claim electronically, you must file on or before December 1, 2020.
6. If you are a member of the Settlement Class, then, by properly completing this Proof of Claim and furnishing the required supporting documentation, you may be entitled to share in the proceeds from the Net Settlement Fund.

Omission of necessary information and/or supporting documents will make your claim defective so that it may be rejected, in which case you will be notified of such rejection and be given an opportunity to remedy identified deficiencies. You must include all requested trade information for all transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts during the period January 1, 2003 through May 31, 2011, inclusive (the "Settlement Class Period") for all accounts you owned or controlled.

7. If you are NOT a member of the Settlement Class, DO NOT submit a Proof of Claim and Release form. The Settlement Classes are defined as follows:

**Barclays Settlement Class:** All Persons (other than Defendants, their employees, affiliates, parents, subsidiaries, and co-conspirators) that transacted in LIBOR-based Eurodollar futures or options on exchanges such as the Chicago Mercantile Exchange between January 1, 2003 through May 31, 2011. *See* Barclays Settlement Agreement at ¶ 4 & Barclays Amendment to Settlement Agreement at ¶ 1, ECF Nos. 680-3, 2307-3, respectively;

**Citi Settlement Class:** All Persons, corporations and other legal entities (other than Defendants, their employees, affiliates, parents, subsidiaries, and co-conspirators) that transacted in Eurodollar futures and/or options on Eurodollar futures on exchanges, including without limitation, the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011. Excluded from the Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and co-conspirators; (ii) the Releasees (as defined in Section 1(GG)); and (iii) any Class Member who files a timely and valid request for exclusion. *See* Citi Settlement Agreement at ¶ 2.A, ECF No. 2307-4;

**Deutsche Bank Settlement Class:** All Persons that transacted in Eurodollar futures and/or options on Eurodollar futures on exchanges, including, without limitation, the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011. Excluded from the Class are: (i) Defendants, their employees, Affiliates, parents, subsidiaries, and co-conspirators; (ii) the Releasees (as defined in Section 1(GG)); and (iii) any Class Member who files a timely and valid request for exclusion. *See* Deutsche Bank Settlement Agreement at ¶ 2.A, ECF No. 2307-5;

**HSBC Settlement Class:** All Persons, corporations and other legal entities (other than Defendants, their employees, affiliates, parents subsidiaries, and co-conspirators) that transacted in Eurodollar futures and/or options on Eurodollar futures on exchanges, including without limitation, the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011. Excluded from the Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and co-conspirators; (ii) the Releasees (as defined in Section 1(GG)); and (iii) any Class Member who files a timely and valid request for exclusion. *See* HSBC Settlement Agreement at ¶ 2.A, ECF No. 2307-6;

**JPMorgan/BOA Settlement Class:** All persons, corporations and other legal entities that transacted in Eurodollar futures and/or options on Eurodollar futures, including without limitation transactions on the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011; provided that, if Exchange-Based Plaintiffs expand the class period in any subsequent amended complaint, motion or settlement, the class period in the Settlement Class definition in this Agreement shall be expanded so as to include such expansion. Excluded from the Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and alleged co-conspirators; (ii) the Releasees (as defined in Section 1(II)); (iii) any Class Member who files a timely and valid request for exclusion; and (iv) any Persons dismissed from this Action with prejudice. Solely for purposes of the Settlement, the parties agree that Investment Vehicles are not excluded from the Settlement Class solely on the basis of being deemed to be Defendants



or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. See JPMorgan/BOA Settlement Agreement at ¶2.A, ECF No. 2728-5; and

**Société Générale Settlement Class:** All persons, corporations and other legal entities that transacted in Eurodollar futures and/or options on Eurodollar futures on exchanges, including, without limitation, the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011, inclusive; provided that if Exchange-Based Plaintiffs expand the class period in any subsequent amended complaint, motion or settlement, the period in the Settlement Class definition in this Agreement shall be modified so as to include that expanded class period. Excluded from the Settlement Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and alleged co-conspirators; (ii) the Releasees (as defined in Section 1(CC)); (iii) any Settlement Class Member who files a timely and valid request for exclusion; and (iv) any Persons dismissed from this Action with prejudice. See Société Générale Settlement Agreement at ¶2.A, ECF No. 3023-4.

- 8. If you are a member of the Settlement Class and you fail to submit a valid and timely Proof of Claim pursuant to the instructions set forth herein or fail to provide adequate documentation of those transactions, you may be precluded from any recovery from the Net Settlement Fund. However, unless you validly exclude yourself from the Settlement Class, you will be bound by the terms the Settlements and any judgments entered in the Action related to the Settlements whether or not you submit a Proof of Claim form.

**DEFINITIONS**

Capitalized terms not defined in this Proof of Claim and Release form have the same meaning as set forth in the respective Settlement Agreements with (1) Bank of America Corporation and Bank of America, N.A. (collectively, “BOA”); (2) Barclays Bank plc (“Barclays”); (3) Citigroup Inc., Citibank, N.A., and Citigroup Global Markets Inc. (collectively, “Citi”); (4) Deutsche Bank AG, Deutsche Bank Securities Inc., and DB Group Services (UK) Limited (collectively, “Deutsche Bank”); (5) HSBC Bank plc (“HSBC”); (6) JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively “JPMorgan”); and (7) Société Générale. All of the relevant Settlement Agreements, in their entirety, are available at [www.USDLiborEurodollarSettlements.com](http://www.USDLiborEurodollarSettlements.com).

**For official use only**  
  
**\*Eurodollar\***

USD LIBOR Eurodollar Settlements  
**PROOF OF CLAIM AND RELEASE**  
Please print or type

**MUST BE POSTMARKED NO LATER  
THAN DECEMBER 1, 2020**

**ITEM 1—CLAIMANT IDENTIFICATION**

- 1. Please provide the following information for you and your affiliates<sup>1</sup> that transacted in Eurodollar futures contracts and/or options on Eurodollar futures at any time during the Settlement Class Period:

Claimant Name(s) (“Claimant”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Individual     Corporation     Estate     Other (specify) \_\_\_\_\_

Name of Person Executing Claim:

\_\_\_\_\_  
\_\_\_\_\_

Capacity of Person Executing Claim:

\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> “Affiliates” means any other person or entity that you control, either directly or through one or more intermediaries, or any person or entity that is controlled by or is under common control with such intermediary person or entity.

|  |  |  |   |                      |        |    |                  |   |  |
|--|--|--|---|----------------------|--------|----|------------------|---|--|
| Claimant Address:  |  |  |   |                      |        |    |                  |   |  |
| City:  |  |  |   |                      | State: |    | Zip Code:        |   |  |
| Foreign Province:  |  |  |   | Foreign Postal Code: |        |    | Foreign Country: |   |  |
| Claimant Daytime Phone Number:   |  |  |   |                      |        |    |                  |   |  |
| (                    )                    —  |  |  |   |                      |        |    |                  |   |  |
| Claimant Social Security, Employer Identification, or Federal Tax Identification Number: |  |  |   |                      |        |    |                  |   |  |
| —  |  |  | — |                      |        | or |                  | — |  |
| Claimant Email Address:  |  |  |   |                      |        |    |                  |   |  |
| Nature of the Claimant's Business  |  |  |   |                      |        |    |                  |   |  |

If you require additional space on this or any other section of the Proof of Claim, attach an additional page to the end of the claim form. Do not submit multiple Proofs of Claim.

If you are unable to identify all transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts on exchanges such as the CME by any affiliates of yours, who, to your knowledge, made any transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts during the Settlement Class Period, then please list below the names of such affiliates.

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If you leave the above line blank, then by executing this Proof of Claim, you are affirming that, to the best of your knowledge, you have no affiliates who made transactions in Eurodollar futures contracts and/or options on Eurodollar futures on exchanges such as the CME during the Settlement Class Period that are not reflected in this Proof of Claim.

**ITEM 2—LIST OF FUTURES COMMISSION MERCHANTS**

2. Please list all futures commission merchants (“FCMs”) through which you maintained accounts wherein you traded Eurodollar futures contracts or options during the Settlement Class Period (*i.e.*, January 1, 2003 – May 31, 2011).

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**ITEM 3—LIST OF ACCOUNT NAMES AND ACCOUNT NUMBERS**

3. Please provide a list of all account names and account numbers for each FCM you listed in response to “Item 2” above wherein you traded Eurodollar futures contracts or options contracts during the Settlement Class Period (*i.e.*, January 1, 2003 – May 31, 2011).

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#### **ITEM 4—PROOF OF QUALIFYING TRANSACTIONS**

4. Please provide proof of all transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts on exchanges such as the CME that you made during the Settlement Class Period by, for example, enclosing photocopies of daily brokerage confirmations, monthly account statements, and other documents evidencing purchases and/or sales reflecting any and all transactions in such Eurodollar futures contracts and/or options. Each Claimant must provide documentation sufficient to allow the Claims Administrator to calculate any Recognized Net Loss and/or Recognized Volume pursuant to the Plan of Distribution and otherwise determine whether a transaction in a Eurodollar futures contract or an option on Eurodollar futures contract traded on exchanges, including without limitation, the CME, qualifies as a transaction in Eurodollar futures contract and/or options on Eurodollar futures contract. The Plan of Distribution is available on the settlement website referenced above. Such documentation must reflect the date, price, and quantity of all such transactions in Eurodollar futures contracts and/or options (*see* Item 6 below). **It is highly likely that the most efficient method for Claimants to support their claims is to produce records reflecting all Eurodollar futures contracts or options on Eurodollar futures contracts traded on exchanges, including without limitation, the CME during the Settlement Class Period. To the extent you have daily commodity trading statements reflecting your transactions in Eurodollar futures contracts or options on Eurodollar futures contracts during the Settlement Class Period please produce all such daily statements. To the extent you have monthly commodity statements reflecting your transactions in Eurodollar futures contracts or options on Eurodollar futures contracts during the Settlement Class Period please also produce all such monthly statements. However, monthly statements typically do not reflect the prices at which transactions were opened or closed. The Plan of Distribution provides that if the Settlement Administrator is unable to determine from the records submitted by an Eligible Claimant the price at which a particular position was opened and/or closed, the Settlement Administrator may use the settlement price on the day the position was opened and/or closed.**

You should provide proof for each and every transaction in Eurodollar futures contracts and/or options on Eurodollar futures contracts regardless of whether such transaction resulted in a gain or a loss.

If any such documents are not in your possession, please obtain them or their equivalent from your broker or tax advisor or other sources if it is possible for you to do so.

If you have this information in an electronic form, you are strongly encouraged to submit the information electronically along with a hard copy printout of your trading records in order to expedite the treatment of your Proof of Claim. The following formats are acceptable: ASCII, MS Excel, and MS Access.

#### **ITEM 5—INSTRUCTIONS FOR LIST OF TRANSACTIONS IN EURODOLLAR FUTURES CONTRACTS AND/OR OPTIONS ON EURODOLLAR FUTURES CONTRACTS**

5. The Settlement Administrator will determine each Claimant's Recognized Net Loss and Recognized Volume (as set forth in the Plan of Distribution) by analyzing each Claimant's transactions in Eurodollar futures contracts and/or options during the Settlement Class period. Claimants should list each transaction in Eurodollar futures contracts and/or options in the form provided in Item 6 below preferably by using the electronic filing template available on the settlement website ([www.USDLiborEurodollarSettlements.com](http://www.USDLiborEurodollarSettlements.com))

In listing the information requested in Item 6 below, you should always use trade dates, not settlement dates. Do not average prices of separate transactions, including transactions within a given date. It is important that you supply the information requested to the fullest extent that you are able to do so or your claim may be determined to be deficient and not eligible for payment.

#### **ITEM 6—LIST OF HOLDINGS AND TRANSACTIONS IN EURODOLLAR FUTURES CONTRACTS AND/OR OPTIONS ON EURODOLLAR FUTURES CONTRACTS**

6(a). If you had any positions (long or short) in Eurodollar futures contracts open at the start of the Settlement Class Period (*i.e.*, open positions as of December 31, 2002) you must provide the information set forth below in Table I with respect to any such open positions.

**TABLE I—OPEN PURCHASE(S) AND SALE(S) OF EURODOLLAR FUTURES CONTRACTS AT START OF THE SETTLEMENT CLASS PERIOD**

| Date Position Opened | Purchase or Sale (P/S) | Contract Code & Exchange | Contract Month/Year | Number of Contracts In Transaction | Price | Brokerage Firm and Account Number in Which Transaction Made | Hedger <sup>2</sup> or Swaps Dealer <sup>3</sup> ? |
|----------------------|------------------------|--------------------------|---------------------|------------------------------------|-------|---|--|
| / /                  |                        |                          |                     |                                    |       |   |  |
| / /                  |                        |                          |                     |                                    |       |   |  |
| / /                  |                        |                          |                     |                                    |       |   |  |

6(b). If you purchased or sold a Eurodollar futures contract on exchanges, including without limitation, the CME, during the Settlement Class Period (*i.e.*, January 1, 2003 – May 31, 2011), then you must provide the information set forth in the Table II below for all such transactions.

**TABLE II—PURCHASE(S) AND SALE(S) OF EURODOLLAR FUTURES CONTRACTS DURING THE SETTLEMENT CLASS PERIOD**

| Date of Transaction | Purchase or Sale (P/S) | Contract Code & Exchange | Contract Month/Year | Number of Contracts In Transaction | Price | Brokerage Firm and Account Number in Which Transaction Made | Hedger or Swaps Dealer? |
|---------------------|------------------------|--------------------------|---------------------|------------------------------------|-------|---|-------------------------|
| / /                 |                        |                          |                     |                                    |       |   |                         |
| / /                 |                        |                          |                     |                                    |       |   |                         |
| / /                 |                        |                          |                     |                                    |       |   |                         |

6(c). If you had any positions (long or short) in Eurodollar futures contracts open at the end of the Settlement Class Period (*i.e.*, open positions as of May 31, 2011) you must provide the information set forth below in Table III with respect to any such open positions.

**TABLE III—OPEN PURCHASE(S) AND SALE(S) OF EURODOLLAR FUTURES CONTRACTS AT THE END OF THE SETTLEMENT CLASS PERIOD**

| Date Position Closed | Purchase or Sale (P/S) | Contract Code & Exchange | Contract Month/Year | Number of Contracts In Transaction | Price | Brokerage Firm and Account Number in Which Transaction Made | Hedger or Swaps Dealer? |
|----------------------|------------------------|--------------------------|---------------------|------------------------------------|-------|---|-------------------------|
| / /                  |                        |                          |                     |                                    |       |   |                         |
| / /                  |                        |                          |                     |                                    |       |   |                         |

6(d). If you had any positions (long or short) in options on Eurodollar futures contracts open at the start of the Settlement Class Period (*i.e.*, open positions as of December 31, 2002) you must provide the information set forth below in Table IV with respect to any such open positions.

**TABLE IV— OPEN PURCHASE(S) AND SALE(S) OF OPTIONS ON EURODOLLAR FUTURES CONTRACTS AT START OF THE**

<sup>2</sup> “Hedger” means any person or entity who (a) enters into positions in the futures market opposite to positions held off the futures exchange in order to minimize the risk of financial loss from an adverse price change; or (b) purchases or sells futures as a temporary substitute for a transaction off the futures exchange that will occur later.

<sup>3</sup> “Swaps Dealer” means any person or entity who (a) holds itself out as a dealer in swaps; (b) makes a market in swaps; (c) regularly enters into swaps with counterparties as an ordinary course of business for its own account, or (d) engages in activity causing itself to be commonly known in the trade as a dealer or market maker in swaps.

**SETTLEMENT CLASS PERIOD**

| Date Position Opened | Purchase or Sale (P/S) | Call (C) or Put (P) | Contract Code & Exchange | Contract Month/Year | Strike Price | Number of Options | Option Price | Hedger or Swaps Dealer? | Disposition and Date (Exercised, Assigned, Expired, Closed) |
|----------------------|------------------------|---------------------|--------------------------|---------------------|--------------|-------------------|--------------|-------------------------|---|
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |

6(e). If you purchased or sold an option on Eurodollar futures contract on exchanges, including without limitation, the CME, during the Settlement Class Period (*i.e.*, January 1, 2003 – May 31, 2011), then you must provide the information set forth in the Table V below for all such transactions.

**TABLE V—PURCHASE(S) AND SALE(S) OF OPTIONS ON EURODOLLAR FUTURES DURING THE SETTLEMENT CLASS PERIOD**

| Date of Transaction | Purchase or Sale (P/S) | Call (C) or Put (P) | Contract Code & Exchange | Contract Month/Year | Strike Price | Number of Options | Option Price | Hedger or Swaps Dealer? | Disposition and Date (Exercised, Assigned, Expired, Closed) |
|---------------------|------------------------|---------------------|--------------------------|---------------------|--------------|-------------------|--------------|-------------------------|---|
| / /                 |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                 |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                 |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                 |                        |                     |                          |                     |              |                   |              |                         |   |

6(f). If you had any positions (long or short) in options Eurodollar futures contracts open at the end of the Settlement Class Period (*i.e.*, open positions as of May 31, 2011) you must provide the information set forth below in Table VI with respect to any such open positions.

**TABLE VI— OPEN PURCHASE(S) AND SALE(S) OF OPTIONS ON EURODOLLAR FUTURES CONTRACTS AT THE END OF THE SETTLEMENT CLASS PERIOD**

| Date Position Closed | Purchase or Sale (P/S) | Call (C) or Put (P) | Contract Code & Exchange | Contract Month/Year | Strike Price | Number of Options | Option Price | Hedger or Swaps Dealer? | Disposition and Date (Exercised, Assigned, Expired, Closed) |
|----------------------|------------------------|---------------------|--------------------------|---------------------|--------------|-------------------|--------------|-------------------------|---|
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |
| / /                  |                        |                     |                          |                     |              |                   |              |                         |   |

6(g). To any extent you transacted in Eurodollar futures or options on Eurodollar futures during the Settlement Class Period as a Hedger, you must identify each such transaction in Eurodollar futures or options on Eurodollar futures. If you do not identify any such transactions, by executing this proof of claim you are certifying that you were not a Hedger with QUESTIONS? VISIT [WWW.USDLIBOREURODOLLARSETTLEMENTS.COM](http://WWW.USDLIBOREURODOLLARSETTLEMENTS.COM) OR CALL TOLL FREE 1-800-918-8964

respect to any of your transactions in Eurodollar futures or options or Eurodollar futures during the Settlement Class Period. A “Hedger” means any person or entity who (i) enters into positions in the futures market opposite to positions held off the futures exchange in order to minimize the risk of financial loss from an adverse price change; or (ii) purchases or sells futures as a temporary substitute for a transaction off the futures exchange that will occur later.

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6(h). To any extent you transacted in Eurodollar futures or options on Eurodollar futures during the Settlement Class Period as a Swaps Dealer, you must identify each such transaction in Eurodollar futures or options on Eurodollar futures. If you do not identify any such transactions, by executing this proof of claim you are certifying that you were not a Swaps Dealer with respect to any of your transactions in Eurodollar futures or options or Eurodollar futures during the Settlement Class Period. A “Swaps Dealer” means any person or entity who (i) holds itself out as a dealer in swaps; (ii) makes a market in swaps; (iii) regularly enters into swaps with counterparties as an ordinary course of business for its own account, or (iv) engages in activity causing itself to be commonly known in the trade as a dealer or market maker in swaps.

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#### SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

The Claimant submits this Proof of Claim form under the terms of the Plan of Distribution described in the Notice and available for review in full on the Settlement Website. The Claimant also submits to the jurisdiction of the United States District Court for the Southern District of New York (the “Court”), with respect to this Proof of Claim and for purposes of enforcing the releases set forth herein, the terms of the Settlement Agreements, and any order or judgment of the Court. The Claimant further acknowledges that he, she or it will be bound by the terms of any judgment entered in connection with the Settlements in the Exchange-Based Plaintiffs’ Action, including the releases set forth therein. The Claimant agrees to furnish additional information to the Settlement Administrator to support this claim, such as additional documentation for transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts, if required to do so. The Claimant has not submitted any claim covering the same holdings of Eurodollar futures contracts and/or options on Eurodollar futures contracts during the Settlement Class Period and knows of no other person having done so on his, her or its behalf.

It is important that the Claimant accurately discloses all transactions in Eurodollar futures contracts and/or options on Eurodollar futures contracts open at the start of, made during and open at the end of, the Settlement Class Period. The Claimant expressly consents to the release to the Settlement Administrator of any and all documents reflecting the Claimant’s transactions in such Eurodollar futures contracts and/or options that may be obtained from third parties, including, but not limited to, your brokerage firm(s) and/or the Commodity Futures Trading Commission (“CFTC”). By executing this Proof of Claim the Claimant hereby permits the Settlement Administrator to request from the exchange, including without limitation the CME, the Claimant’s account and relevant trade information prior to receiving any payment from the Net Settlement Fund.

The Claimant certifies that reasonable efforts have been made to locate all information requested in Items 1-6 above and that all information supplied in connection with this Proof of Claim is true, correct and complete.

The Claimant understands that the information provided herein is subject to verification and the Claimant agrees to cooperate in any such verification including by furnishing additional information to support this claim and by assisting the Settlement Administrator if requested to do so.

The Claimant understands that the Settlement Administrator will determine the adequacy of the Claimant’s Proof of Claim and supporting documentation.

#### RELEASES AND WARRANTIES

1. The Claimant hereby acknowledges that he, she or it has read and agrees to be bound by the terms of the Releases, the definition of Released Claims<sup>4</sup>, and the terms of the Exchange-Based Plaintiffs' Release and Covenant Not to Sue as set forth below and in the Settlement Agreements.<sup>5</sup>
2. The Claimant hereby warrants and represents that he, she or it is a Class Member as defined in the Notices, that the Claimant is not one of the Releasees as defined in the Settlement Agreements, and that the Claimant believes that he, she or it is eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Distribution Plan.
3. The Claimant hereby certifies that the Claimant is NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) the Claimant is exempt from backup withholding; or (b) the Claimant has not been notified by the Internal Revenue Service (the "I.R.S.") that the Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified the Claimant that he, she or it is no longer subject to backup withholding.
4. By signing and submitting this Proof of Claim form, Claimant (a) consents to the disclosure of information relating to Claimant's transactions in Eurodollar futures and/or options on Eurodollar futures contracts from January 1, 2003 through May 31, 2011, for use in the claims administration process; and (b) waives any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections, including with respect to futures exchanges, with respect to information relating to Claimant's transactions in Eurodollar futures and/or options on Eurodollar futures contracts from January 1, 2003 through May 31, 2011, for use in the claims administration process.

NOTE: If the Claimant has been notified by the I.R.S. that he, she or it is subject to backup withholding, please strike out the language that the Claimant is not subject to backup withholding in the certification above.

5. The Claimant agrees to execute a release and covenant not to sue in conformity with the Settlement Agreements in order to receive the Claimant's pro rata share of the Net Settlement Fund. The Claimant agrees that the submission of this Proof of Claim constitutes a full release of and covenant not to sue on the Released Claims against the Releasees as set forth in the Settlement Agreements and at the end of this Proof of Claim.
6. The releases shall be of no force or effect unless and until the Court approves the Settlements and they become effective on the Effective Date.
7. The Claimant hereby warrants and represents that he, she or it has not yet 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.

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<sup>4</sup> The terms Released Claims, Releasees, and Releasers are defined separately in each Settlement. For the Bank of America Settlement, "Released Claims", "Releasees", and "Releasers" are defined at ¶ 1(HH), ¶ 1(II), and ¶ 1(JJ), respectively. For the Barclays Settlement, "Released Claims", "Releasees", and "Releasers" are defined at ¶ 1.25, ¶ 1.26, and ¶ 1.27, respectively. For the Citi Settlement, "Released Claims", "Releasees", and "Releasers" are defined at ¶ 1(FF), ¶ 1(GG), and ¶ 1(HH), respectively. For the Deutsche Bank Settlement, "Released Claims", "Releasees" and "Releasers" are defined at ¶ 1(FF), ¶ 1(GG) and ¶ 1(HH), respectively. For the HSBC Settlement, "Released Claims", "Releasees" and "Releasers" are defined at ¶ 1(FF), ¶ 1(GG) and ¶ 1(HH), respectively. For the JPMorgan Settlement, "Released Claims", "Releasees", and "Releasers" are defined at ¶ 1(HH), ¶ 1(II), and ¶ 1(JJ), respectively. For the Société Générale Settlement, "Released Claims", "Releasees", and "Releasers" are defined at ¶ 1(BB), ¶ 1(CC), and ¶ 1(DD), respectively.

<sup>5</sup> The terms of the Exchange-Based Plaintiffs' Release and Covenant Not to Sue are defined separately in each Settlement. For the Bank of America Settlement, the terms are defined at ¶ 12. For the Barclays Settlement, the terms are defined at ¶ 14. For the Citi Settlement, the terms are defined at ¶ 12. For the Deutsche Bank Settlement, the terms are defined at ¶ 12. For the HSBC Settlement, the terms are defined at ¶ 12. For the JPMorgan Settlement, the terms are defined at ¶ 12. For the Société Générale Settlement, the terms are defined at ¶ 12.

**I declare and affirm under penalties of perjury that the foregoing statements and the documents and information attached hereto, including the Social Security or Employee Identification Number shown on this Proof of Claim, are true, correct and complete, and that I agree to the Release and Covenant Not To Sue. I understand that the withholding or misrepresentation of any information described herein may constitute a criminal offense subject to penalties.**

This Proof of Claim and Release was executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_, \_\_\_\_\_  
(City/Province) (State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Capacity of Person Signing (e.g., President, Trustee, Custodian, etc.)  
If you are acting for an entity, please submit proof of your authority (e.g., corporate resolution, trust agreement, etc.).



REMINDER CHECKLIST:

1. Please sign the above release and declaration.
2. PLEASE DO NOT USE HIGHLIGHTER ON THE PROOF OF CLAIM FORM.
3. Please keep a copy of your Proof of Claim form and all documentation submitted for your records.
4. If your mailing address changes after submitting this Proof of Claim, please send your new address to the Settlement Administrator at the address below:

USD LIBOR EURODOLLAR FUTURES SETTLEMENT  
c/o A.B. DATA, LTD.  
P.O. BOX 170990  
MILWAUKEE, WI 53217  
[www.USDLiborEurodollarSettlements.com](http://www.USDLiborEurodollarSettlements.com)  
[info@USDLiborEurodollarSettlements.com](mailto:info@USDLiborEurodollarSettlements.com)

RELEASES AND COVENANTS NOT TO SUE

**With respect to the joint BOA and JPMorgan Settlement Agreement:**

• ¶ 12 – Release and Covenant Not to Sue

- (A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which, as provided for herein, is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released

Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is or was legally entitled to any kind of contribution or indemnification from JPMorgan or BOA arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification, or similar claims against JPMorgan or BOA. Except in the event of termination of this Settlement, the Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

- (B) Although the foregoing is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state, or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, or equivalent to, or that has the effect of, Section 1542 of the California Civil Code. The Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law, and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

**With respect to the Barclays Settlement Agreement:**

- ¶ 14 - **Exchange-Based Plaintiffs' Release and Covenant Not to Sue.** Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and are to be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims. This Agreement is expressly intended to absolve Releasees against any claims for contribution, indemnification or similar claims from other defendants in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is/was legally entitled to any kind of contribution or indemnification from Barclays arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification or similar claims against Barclays. Except in the event of termination of this Settlement, the Settling Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

- ¶ 15 - **Unknown Claims/California Civil Code Section 1542.** The release set forth in ¶ 14, above, constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The release set forth in ¶ 14, above, also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. The Releasors acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Releasors assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

**With respect to the Citi Settlement Agreement:**

- ¶ 12 – **Release and Covenant Not to Sue**

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration or other proceeding against Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and are to be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims. This Settlement Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification or similar claims from other Defendants in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is/was legally entitled to any kind of contribution or indemnification from Citi arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification or similar claims against Citi. Except in the event of termination of this Settlement Agreement, the Settling Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) This release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. The Settling Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be

irrevocable and remain in effect notwithstanding any mistake of fact or law. The Parties acknowledge, and Class Members shall be deemed to have acknowledged, that the release of such unknown claims was separately bargained for and was a key element of the Settlement Agreement.

**With respect to the Deutsche Bank Settlement Agreement:**

• ¶ 12 – Release and Covenant Not to Sue

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is or was legally entitled to any kind of contribution or indemnification from Deutsche Bank arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification, or similar claims against Deutsche Bank. Except in the event of termination of this Settlement, the Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) This release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state, or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, or equivalent to, or that has the effect of, Section 1542 of the California Civil Code. The Settling Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law, and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

**With respect to the HSBC Settlement Agreement:**

• ¶ 12 – Release and Covenant Not to Sue

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration or other proceeding against Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and are to be construed under New York law, including N.Y. General Obligations Law §15-108, which bars

claims for contribution by joint tortfeasors and other similar claims. This Settlement Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification or similar claims from other Defendants in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is/was legally entitled to any kind of contribution or indemnification from HSBC arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification or similar claims against HSBC. Except in the event of termination of this Settlement Agreement, the Settling Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) This release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the California Civil Code. The Settling Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law. The Parties acknowledge, and Class Members shall be deemed to have acknowledged, that the release of such unknown claims was separately bargained for and was a key element of the Settlement Agreement.

**With respect to the Société Générale Settlement Agreement:**

• ¶ 12 – **Release and Covenant Not to Sue**

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which, as provided for herein, is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict or choice of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims (however denominated) by (i) any of the other Defendants, (ii) any other Person formerly named as a party in the Action, and (iii) any alleged co-conspirators or any other Person subsequently added or joined as a party in the Action, arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply for claims of contribution, indemnification, or similar claims (however denominated) against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant, Person formerly named as a party in the Action, or any other Person subsequently added or joined as a party in the Action is or was legally entitled to any kind of contribution or indemnification from SG arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant Person formerly named as a party in the Action, or any other Person subsequently added or joined as a party in the Action, related to the Released Claims shall be reduced to an amount such that, upon paying the entire amount, the Defendant, Person formerly named as a party in the Action, or any other Person subsequently added or joined as a party in the Action, would have no claim for contribution, indemnification, or similar claims against SG. Except in the event of termination of

this Settlement, the Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) Although the foregoing is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state, or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, or equivalent to, or that has the effect of, Section 1542 of the California Civil Code. The Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law, and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

## Appendix C

### Authorization Requirements

- 1 **If you are a nominee** filing on behalf of your account holders, you **must** include the following documentation:
  - 1.1. Affidavit attesting that your entity has legal rights and authorization from your account holders to file Proof of Claim and Release forms on their behalf **and** that your account holders understand that they are bound by and subject to the terms of all releases that may be entered in this Settlement, etc.; **and**
    - 1.1.1 Authorization to sign on your account holders' behalf.
  - 1.2 **If you are a third party** filing on behalf of a nominee, you **must** include an Affidavit attesting to the following:
    - 1.2.1 Your entity has the legal right and authorization from the nominee to file and sign any Proof of Claim and Release forms on their behalf; **and**
    - 1.2.2 Your entity has the legal right and authorization from the nominee's account holders to file and sign any Proof of Claim and Release forms on their behalf; **and**
    - 1.2.3 The account holders understand they are bound by and subject to the terms of all releases that may be entered in the *USD Libor Eurodollar Settlement*.
  - 1.3 **If you are a third party** filing on behalf of another party, you **must** include an Affidavit attesting to the following:
    - 1.3.1 Your entity has the legal right and authorization from the other party to file and sign any Proof of Claim and Release forms on its behalf; **and**
    - 1.3.2 The other party understands it is bound by and subject to the terms of all releases that may be entered in the *USD Libor Eurodollar Settlement*.
  - 1.4 **IF YOU ARE NOT A NOMINEE OR A THIRD PARTY AND WOULD LIKE TO FILE CLAIMS ELECTRONICALLY, YOU MUST INCLUDE DOCUMENTATION SUPPORTING ALL TRANSACTIONAL DATA OF YOUR CLAIM.**

You must submit supporting documentation with your Proof of Claim and Release form that will support the transactions provided in your file. These documents may include, but are not limited to, a) photocopies of confirmation slips; b) photocopies of monthly statements reflecting ALL transactional data and how it was compiled for the opening of the Class Period through the end of the Class Period; or c) a signed letter from your broker, on their letterhead, providing all of the information that would be found on a confirmation slip and/or other aforementioned documents.



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## Appendix D

### Sample Cover Letter

LETTERHEAD

Re: *USD Libor Eurodollar Settlement*

Date:

Enclosed is a fully executed master Proof of Claim and Release form with required authorizations and affidavits as well as an electronic media attachment, which is being filed in connection with the above-referenced matter on behalf of [COMPANY NAME(S) OR INDIVIDUAL NAME(S)] for the proprietary accounts of [ENTITY].

We, [ENTITY], hereby agree that further communication from the Claims Administrator may be conducted by email, and we accept sole responsibility to ensure the email address for [ENTITY] is updated in the event the email address provided on the master Proof of Claim and Release form should change.

The attachment consists of a [CD, DVD, OR FLASH DRIVE] containing [NUMBER] accounts/claims in [ASCII, MS EXCEL, OR MS ACCESS] format with [NUMBER OF TRANSACTIONS] transactions for Eurodollar Futures/Options, as well as all the opening and closing positions held for [ENTITY]'s proprietary accounts. Each transaction contains corresponding account information for which the claims are being filed. A complete listing of all account names and numbers can be found on the next page.

The total number of Eurodollar Futures/Options purchased or acquired [##.##] for the amount of [\$0.0000] and Eurodollar Futures/Options sold [##.##] for the amount of [\$0.0000]<sup>1</sup> can be found on the enclosed [CD, DVD, OR FLASH DRIVE].

We, [ENTITY], attest that the data provided on the media attachment corresponds to [ENTITY]'s internal records.

I attest that the above information is true and correct.

Signature

Company Name

Job Title

Contact Information (including telephone number, fax number, and email address)

Account Name

Account Number

---

<sup>1</sup> Please list all other transactions, if applicable, including free receipts and free deliveries.



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## Appendix E

### Template Mapping Instructions – Transaction Detail Available

| Column | Field Name   | Max Length | OPTIONS ON EURODOLLAR FUTURES<br>FIELD DESCRIPTION   |
|--------|--|------------|--|
| A      | Account Identifier                                     | 40         | Account identifier from cover page of filing.  |
| B      | Beneficial Owner<br>Account Name                       | 40         | Name of individual, company, or entity associated with the account listed in Column A.   |
| C      | Full Name of the Beneficial<br>Owner                   | 40         | Full name of the beneficial owner associated with the account listed in Column A.  |
| D      | TIN of the Beneficial Owner                            | 9          | Taxpayer identification number (TIN) for beneficial owner, no spaces and no dashes.  |
| E      | Beneficial Owner TIN Type<br>(E/S/U/F)                 | 1          | <b>E</b> = Employer Identification Number (EIN); <b>S</b> = Social Security Number (SSN); <b>U</b> = Unknown; <b>F</b> = Foreign.  |
| F      | Care of:   | 40         | Name of the entity to which correspondence and distributions should be mailed.   |
| G      | Attn:  | 40         | Name of the person to whose attention correspondence and distributions should be mailed.   |
| H      | Street 1   | 40         | Street Address 1 for correspondence and distributions mailing.   |
| I      | Street 2   | 40         | Street Address 2 for correspondence and distributions mailing.   |
| J      | City   | 25         | City for correspondence and distributions mailing.   |
| K      | State  | 2          | State for correspondence and distributions mailing.  |
| L      | Zip Code   | 5          | Zip code for correspondence and distributions mailing.   |
| M      | Province   | 40         | Province for correspondence and distributions mailing.   |
| N      | Country  | 40         | Country for correspondence and distributions mailing.  |
| O      | TIN of the Claimant                                    | 9          | Taxpayer identification number (TIN) for claimant, no spaces and no dashes.  |
| P      | Brokerage Firm   | 40         | Name of Brokerage firm executing the transaction.  |
| Q      | Account Number   | 40         | The account number in which the transaction was made.  |
| R      | Date of Transaction                                    | 10         | <b>(MM/DD/YYYY)</b> MM = Month; DD = Day; YYYY = Year.   |
| S      | Contract Code  | 2          | The two letter contract code.  |
| T      | Exchange   | 4          | Name the Exchange (such as CME)  |
| U      | Put or Call  | 4          | P=Put, C=Call  |
| V      | Contract Month   | 3          | The three letter abbreviation for the delivery month of the contract. (Jan, Feb, Mar, Apr, May, June, July, Aug, Sep, Oct, Nov, Dec)   |
| W      | Contract Year (YYYY)                                   | 4          | The four digit year for the delivery of the contract.  |
| X      | Strike Price   | 13         | Strike Price of transaction  |
| Y      | Transaction Type/Holdings<br>(O/C/P/S/FD/FR)           | 2          | <b>O</b> = Opening position in Futures Contracts at the start of trading on January 1, 2003;<br><b>C</b> = Closing position in Futures Contracts at the close of trading on May 31, 2011; <b>P</b> = Purchase; <b>S</b> = Sale; <b>FD</b> = Free delivery; <b>FR</b> = Free receipt. |
| Z      | Number of Options                                      | 19         | The total number of contracts involved in the particular transaction   |
| AA     | Option Price   | 13         | Option price of the transaction  |
| AB     | Disposition<br>(Assigned/Exercised/Expired,<br>Closed) | 9          | Assigned, Exercised, Expired or Closed   |
| AC     | Disposition Date<br>(MM/DD/YYYY)                       | 10         | <b>(MM/DD/YYYY)</b> MM = Month; DD = Day; YYYY = Year.   |
| AD     | Hedger or Swaps Dealer                                 | 12         | Hedger or Swaps Dealer   |
|        |  |            |  |
|        |  |            |  |
|        |  |            |  |

\*\*\* All eligible transactions for each account must balance. This means that the opening position plus total purchases, and free receipts during the Class Period MUST EQUAL the total sales and free deliveries during the Class Period plus the closing position (O+P+FR=S+FD+C).

\*\*\* You MUST include a cover letter with your electronic file that provides the total number of accounts; total number of transactions; total number of purchases and sales; and contact name(s) with phone number(s) and email address(es) in the event that we have any questions or require further information. See Appendix B for a sample cover letter. Any electronic files not in accordance with these Electronic Claims Filing Guidelines are subject to rejection.



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