

3. Pursuant to Paragraph 6 of the Superseding Order Preliminarily Approving Proposed Settlements with Citibank, N.A., Citigroup Inc., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc., HSBC Holdings plc, HSBC Bank plc, R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd., Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class, entered on June 22, 2016 (the “Preliminary Approval Order”), the Court appointed A.B. Data to serve as Settlement Administrator to supervise and administer the notice procedure in connection with the proposed Settlements. This Affidavit reports the implementation of the notice program (*see* Affidavit of Linda V. Young, attached as Ex. 2 to the Declaration of Geoffrey M. Horn (the “Proposed Notice Program”), *Laydon*, ECF No. 657-2 & *Sonterra*, ECF No. 263-2), which consisted of the following:

- A. Disseminating copies of the Mailed Notice to potential Settlement Class Members, including: i) Euroyen-Based Derivatives Counterparties of Citi; ii) Euroyen-Based Derivatives Counterparties of HSBC; iii) U.S.-based R.P. Martin clients that traded Yen-denominated instruments; iv) Agents and brokers selling FOREX services; v) Senior executives of hedge funds, investment banks, and real-estate companies; vi) Currency traders dealing with Yen; vii) Pension-fund managers and derivatives traders; viii) FOREX market traders; ix) The largest traders of CME Yen currency futures and CME Euroyen TIBOR futures on the Chicago Mercantile Exchange; x) members of the International Swaps and Derivatives Association, Inc. (“ISDA”); xi) The largest banks and brokerage houses through whom Yen-denominated instruments were traded; xii) The largest foreign-exchange and interest-rate-derivatives dealers in the United States; and xiii) Any additional reasonably identifiable members of the Settlement Class;
- B. Publishing and releasing the Publication Notice as follows: i) *The Wall Street Journal*; ii) *Investor’s Business Daily*; iii) *Financial Times*; iv) *Modern Trader*; v) *Stocks & Commodities*; vi) *Global Capital*; vii) *Hedge Fund Alert*; viii) *Grant’s Interest Rate Observer*; ix) *Futuresmag.com*; x) *FINAlternatives.com*; xi) *Traders.com*; xii) *HFAAlert.com*; xiii) *FOW.com*; xiiii) *GlobalCapital.com*; and xiv) *PR Newswire*;
- C. Disseminating notice electronically by email through: i) *Futures & Options World*; ii) *Stocks & Commodities*; iii) *FuturesMag.com*; iv) *FINAlternatives.com*; and v) *Modern Trader*;

- D. Establishing a case-specific website, which made available copies of the Mailed Notice and Proof of Claim and Release forms in downloadable form, as well as other case-related documents, at www.EuroyenSettlement.com.

DIRECT MAIL NOTICE

4. On or about August 9, 2016, A.B. Data received from Class Counsel files containing both the names and addresses of largest traders of CME Yen currency futures and CME Euroyen TIBOR futures on the Chicago Mercantile Exchange. According to the CFTC's Commitments of Traders reports, on average during the Class Period, 76% of Euroyen TIBOR futures contracts and 82% of Japanese Yen futures contracts were held by large traders. In addition to the large traders and clearing brokers, the file further identified the futures commission merchants or other firms which filed the large trader reports on behalf of each large trader. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for these Actions.

5. On or about August 10, 2016, A.B. Data received from Class Counsel files containing both the names and addresses of Euroyen-Based Derivatives Counterparties of Citi. On August 18, 2016, A.B. Data subsequently received revised files from Class Counsel on behalf of Citi to be used as part of the initial notice mailing. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for these Actions.

6. On August 11, 2016 and August 18, 2016, A.B. Data received from counsel for Defendant HSBC files containing both the names and addresses of Euroyen-Based Derivatives Counterparties of HSBC. The data received was electronically processed by A.B. Data to ensure

adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for these Actions.

7. On August 17, 2016, A.B. Data received from Class Counsel files containing both the names and addresses of R.P. Martin customers to be included in the initial notice mailing. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for these Actions.

8. A.B. Data maintains a database of the largest banks, brokerage houses and clearing firms, members of ISDA. For these Actions, A.B. Data further supplemented this database with clearing members from the Tokyo Foreign Exchange and Singapore Exchange Ltd., agents and brokers selling FOREX services, senior executives of hedge funds, investment banks, and real-estate companies, currency traders dealing with yen, pension-fund managers and derivatives traders, FOREX market traders and the largest foreign-exchange and interest-rate-derivatives dealers in the United States (the A.B. Data Mailing Database).

9. A.B. Data compiled all of the names and addresses referenced in ¶ 4 - 8 above resulting in 121,681 distinct records for mailing (the "Initial Mailing List"). A.B. Data standardized and updated the Initial Mailing List addresses using NCOALink[®], a national database of address changes that is compiled by the United States Postal Service (the "USPS").

10. Pursuant to Paragraph 14 of the Preliminary Approval Order, the mailing was to be commenced on August 8, 2016 (within 45 days of the Preliminary Approval Order) and be completed no later than August 22, 2016 (no later than 60 days after the date of the entry of the Preliminary Approval Order).¹ Beginning August 5, 2016, and continuing through August 18, 2016,

¹ Both of these days fell on a weekend, under the Preliminary Approval Order ¶ 43, the deadline is deemed moved to

A.B. Data caused 121,681 Notice Packets to be mailed via first-class mail, postage prepaid, to persons and entities on the Initial Mailing List. A true and accurate copy of the Notice Packet is attached hereto as Exhibit A.

11. As of September 7, 2016, 15,325 Notice Packets were returned by the USPS to A.B. Data as undeliverable as addressed (“UAA”). Of those returned UAA, 106 had forwarding addresses and were promptly re-mailed to the updated address. The remaining 15,219 were processed through LexisNexis and/or other publicly available databases to obtain an updated address. Of these, 7,051 new addresses were obtained and A.B. Data promptly re-mailed the Notice Packets to these potential Settlement Class Members.

12. In aggregate, 128,838 Notice Packets were disseminated to potential Settlement Class Members.

MEDIA NOTICE

13. In accordance with Paragraph 15 of the Preliminary Approval Order and as described in the Proposed Notice Program (*Laydon*, ECF No. 657-2 & *Sonterra*, ECF No. 263-2) approved by the Court, A.B. Data utilized paid and earned media to reach unidentifiable Class Members, including national financial newspapers, national financial magazines, national targets financial websites, email notice through an email “blast”, national sponsorship of selected financial newsletters, and earned media, including a news release.

14. On July 12, 2016, A.B. Data caused the Publication Notice to be released via *PR Newswire*. Copies of proof of publication over *PR Newswire* is attached hereto as Exhibit B.

15. Beginning on July 11, 2016, A.B. Data caused the Publication Notice to be placed in each of the following publications. A copy of the Publication Notice is attached hereto as Exhibit C.

the first business day thereafter.

Publication	Issue Date
<i>The Wall Street Journal</i> (U.S. audience only)	7/11/16, 7/20/16, 7/21/16 ²
<i>Investor's Business Daily</i>	7/11/16, 7/18/16
<i>Financial Times</i> (U.S. audience only)	7/11/16, 7/18/16
<i>Modern Trader</i> (formerly Futures Magazine)	September 2016
<i>Stocks & Commodities</i>	September 2016
<i>Global Capital</i>	7/15/16, 7/22/16, 7/21/16
<i>Hedge Fund Alert</i>	7/13/16
<i>Grant's Interest Rate Observer</i>	7/15/16, 7/29/16

16. Beginning on July 11, 2016, A.B. Data caused banner ads to be placed on the following websites. A sample copy of the banner ads is attached hereto as Exhibit D.

Website	Issue Date
Futuresmag.com	7/11/16 through 8/10/16
FINAlternatives.com	7/11/16 through 8/10/16
Traders.com	7/11/16 through 8/15/16
HFAAlert.com	7/11/16 through 8/11/16
FOW.com	7/11/16 through 8/10/16
GlobalCapital.com	7/11/16 through 9/11/16

17. A.B. Data caused banner ads to be placed at the top of newsletters to “opt-in” subscribers of financial newsletters. A sample copy of a newsletter is attached hereto as Exhibit E.

Publication E-newsletter	Issue Date
<i>Futures & Options World</i>	7/11/16 - 8/1/16
<i>Stocks & Commodities</i>	7/16/16 - 8/12/16
Futuresmag.com	7/18/16 - 7/22/16
FINAlternatives.com	7/18/16 - 7/22/16

18. A.B. Data coordinated an email blast of the Publication Notice to be sent to “opt-in” subscribers of the following publications. A copy of the email is attached hereto as Exhibit F.

Website	Issue Date
<i>Stocks & Commodities</i>	7/16/16, 8/16/16
<i>Modern Trader</i>	7/20/16
<i>Finalternatives</i>	7/19/16

² The Proposed Notice Program contained two suggested days of publication, but A.B. Data was able to secure an additional day for publication.

WEBSITE

19. In accordance with Paragraph 16 of the Preliminary Approval Order, on or about August 5, 2016, A.B. Data established the case-specific website, www.EuroyenSettlement.com, for the above-captioned Actions. The website lists, among other things, the exclusion, objection and claim filing deadlines, the date and time of the Fairness Hearing, general information regarding the case and its current status, and provides answers to frequently asked questions. Users of the website can view and download copies of the Settlement Agreements (including exhibits), the Preliminary Approval Order, the Mailed and Publication Notices, the Proof of Claim and Release, and copies of other court documents. A true and accurate copy of the web homepage is attached as Exhibit G.

20. Additionally, the website includes an email address (info@euroyensettlement.com) for claimants to contact A.B. Data with questions or for any additional information.

21. As of the date of this Affidavit, the website has been visited 7,176 times.

TOLL-FREE TELEPHONE LINE

22. In accordance with Paragraph 17 of the Preliminary Approval Order, on or about August 5, 2016, a case-specific toll-free number, 866-217-4453, was established with an Interactive Voice Response system and live operators. Callers to the toll-free number are presented with a series of choices to respond to basic question. If callers needed further help, they had the option to be transferred to a live operator during business hours.

23. As of the date of this Affidavit, 874 callers have called the toll-free number.

REPORT ON EXCLUSIONS

24. Pursuant to Paragraph 25 of the Preliminary Approval Order and Section III. C of the Mailed Notice, those members of the Class requesting exclusion were to provide the following information: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list

of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Actions (“*Laydon v. Mizuho Bank, Ltd., et al.*, No. 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.)”); (iv) a statement certifying such person is a Settlement Class Member; and (v) a statement that “I/we hereby request that I/we be excluded from the Settlement Class in *Laydon v. Mizuho Bank, Ltd., et al.*, No. 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.)” All written requests must be signed by the Settlement Class Member (or his, her or its Legally Authorized Representative), notarized, and sent by First-Class mail to the Settlement Administrator postmarked no later than October 6, 2016.

25. Pursuant to Paragraph 28 of the Preliminary Approval Order, A.B. Data promptly logged each Request for Exclusion that it received and provided copies of the log to Class Counsel, Citi’s counsel, and HSBC’s counsel.

26. As of the date of this Affidavit, A.B. Data has received four (4) requests for exclusion.

REPORT ON OBJECTIONS

27. Pursuant to Paragraph 20 of the Preliminary Approval Order and Section III. B of the Mailed Notice, those members of the Settlement Class who wish to object to any aspect of the Settlements, application for attorneys’ fee and expenses, or the Final Approval Order and Final Judgment are to file such objection with the Court and serve on Class Counsel and counsel of record for Citi and HSBC no later than October 11, 2016.

28. As of the date of this Affidavit, A.B. Data has not received any objections to the Settlements and knows of no other objections sent to Class Counsel and/or counsel for the Citi Defendants or HSBC Defendants.

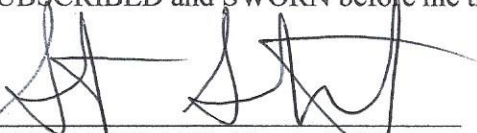
I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of September 2016.



Eric J. Miller

SUBSCRIBED and SWORN before me this 27th day of September 2016.



STEVEN STRAUB, Notary Public
My commission expires May 18, 2020.

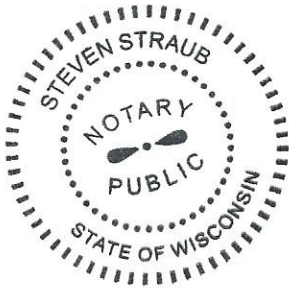


Exhibit A

**IMPORTANT LEGAL NOTICE TO ALL MEMBERS OF THE CLASS
FORWARD TO CORPORATE HEADQUARTERS/LEGAL COUNSEL**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Laydon v. Mizuho Bank, Ltd., et al.

No. 12-cv-3419 (GBD)

Sonterra Capital Master Fund Ltd., et al. v. UBS AG, et al.

No. 15-cv-5844 (GBD)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, NOVEMBER 10, 2016 FAIRNESS HEARING
THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS AND ENTITIES WHO TRANSACTED IN EUROYEN-BASED DERIVATIVES BETWEEN JANUARY 1, 2006 THROUGH JUNE 30, 2011, INCLUSIVE

*A federal court authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.*

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE ABOVE-CAPTIONED CLASS ACTION LAWSUITS PENDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION SETTLEMENTS, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE NET SETTLEMENT FUND.

If you are a brokerage firm, swaps dealer, or trustee through whom Euroyen-Based Derivatives¹ were traded from January 1, 2006 through June 30, 2011, inclusive, on behalf of customers that are Settlement Class Members as defined in Section I.C. below, you must provide the name and last known address of such customers to the Settlement Administrator at the address listed in VIII below within two weeks of receiving this Notice. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated.

This Notice of the pendency of these class actions and of the proposed settlements is being given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Notice is to inform you of your rights in connection with three proposed settlements and the pendency of the above-captioned class actions (the "Actions").

Plaintiffs² are traders of Euroyen-Based Derivatives. In these Actions, Plaintiffs allege that Defendants manipulated and/or are otherwise responsible for the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives during January 1, 2006 through June 30, 2011, inclusive ("Class Period").

The Settling Defendants in the Actions are Citibank, N.A., Citigroup Inc., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc. (collectively, "Citi Defendants"), R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd. (collectively, "R.P. Martin Defendants"), and HSBC Holdings plc and HSBC Bank plc (collectively, the "HSBC Defendants"). The Settling Defendants have denied and continue to deny Plaintiffs' claims.

¹ "Euroyen-Based Derivatives" means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange ("CME"); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR and/or Euroyen TIBOR based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

² Plaintiffs include Jeffrey Laydon, Sonterra Capital Master Fund, Ltd., Hayman Capital Master Fund, L.P., Japan Macro Opportunities Master Fund, L.P., and the California State Teachers' Retirement System ("CalSTRS").

Plaintiffs entered into a settlement with the R.P. Martin Defendants on December 3, 2014 (the “R.P. Martin Settlement Agreement”), entered into a separate settlement with the Citi Defendants on August 11, 2015 (the “Citi Settlement Agreement”), and entered into a separate settlement agreement with the HSBC Defendants on June 16, 2016 (the “HSBC Settlement Agreement”) (collectively, the “Settlement Agreements”).³

The Citi Defendants, in order to resolve the claims against them, agreed to pay \$23,000,000 as follows: (a) \$5,000,000 into the Escrow Account⁴ within seven business days after the Preliminary Approval Order was entered (“Initial Payment”); and (b) \$18,000,000 into the Escrow Account within seven business days after entry of the Final Approval Order (“Additional Payment”). The foregoing payments, plus all interest earned thereon, constitute the Settlement Fund.

The HSBC Defendants, in order to resolve the claims against them, agreed to pay \$35,000,000 into the Escrow Account within fourteen days after the Preliminary Approval Order is entered. The foregoing payment, plus all interest earned thereon, constitutes the Settlement Fund.

The R.P. Martin Defendants, in order to resolve the claims against them, agreed to provide cooperation (including documents, audio tapes, transaction data, and other cooperation) to Plaintiffs’ counsel for the benefit of the Class.

Right to Submit a Proof of Claim in the Citi and HSBC Settlements. Members of the Settlement Class may be entitled to share in the Net Settlement Fund if they submit a valid and timely Proof of Claim postmarked no later than January 24, 2017. See III.A. and IV below. The Proof of Claim is attached.

However, if you are a Settlement Class Member but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving those Settlements. See II.A.2 and II.B.2 below.

Fairness Hearing and Right to Object. The Court has scheduled a public hearing on final approval for November 10, 2016 (“Final Approval Hearing”). The purpose of the Final Approval Hearing is to determine, among other things, whether the Settlements, the Plan of Allocation, and the application by Class Counsel for attorneys’ fees and reimbursement of expenses are fair, reasonable, and adequate. If you remain in the Settlement Class, then you may object to any aspect of the Settlements, the Plan of Allocation, Class Counsel’s request for attorneys’ fees and expenses or any other matters. See III.B below. All objections must be made in accordance with the instructions set forth below and must be filed with the Court and served on or before October 11, 2016 or they will not be considered. See III.B below.

Right to Exclude Yourself from the Settlement Class for Any of the Settlements. The Court will exclude you from the Settlement Class if you make a written request for exclusion from the Settlements that is postmarked to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth in VIII below no later than October 6, 2016. See below III.C. If you exclude yourself from the Settlement Class, you will not be entitled to share in the Net Settlement Fund.

I. BACKGROUND OF THE LITIGATION

A. The Nature of this Lawsuit

Plaintiffs allege that each Defendant, between January 1, 2006 through June 30, 2011, inclusive, manipulated or aided and abetted the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made the daily Yen-LIBOR and/or Euroyen TIBOR submissions to the British Bankers’ Association and Japanese Bankers Association (the “Contributor Bank Defendants”), such as the Citi Defendants and HSBC Defendants, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor Bank Defendants also requested that other Contributor Bank Defendants make false Yen-LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions.

Plaintiffs further allege that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets (the “Broker Defendants”), such as the R.P. Martin Defendants, had knowledge of, and provided substantial assistance to, the Contributor Bank Defendants’ foregoing alleged manipulations of Euroyen-Based Derivatives in violation of 22(a)(1) of the Commodity Exchange Act, 7 U.S.C. § 25(a)(1). For example, Contributor Bank Defendants used the Broker Defendants to manipulate Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives by disseminating false “Suggested LIBORs,” publishing false market rates on broker screens, and publishing false bids and offers into the market.

Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

The Citi Defendants, HSBC Defendants, and R.P. Martin Defendants have consistently and vigorously denied Plaintiffs’ allegations.

³ The Settlement Agreements are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs’ claims against the remaining Defendants.

⁴ Capitalized terms, not otherwise defined herein, shall have the same meanings assigned to them in the R.P. Martin Settlement Agreement, the Citi Settlement Agreement, and the HSBC Settlement Agreement.

B. Procedural History of the Actions

On April 30, 2012, Plaintiff Jeffrey Laydon (“Laydon”) filed a class action complaint against Citibank, N.A., Citibank Japan Ltd., and other defendants.⁵ ECF No. 1. Thereafter, on December 3, 2012, Laydon filed a corrected first amended class action complaint adding certain bank defendants, including Citigroup Inc. and Citigroup Global Markets Japan Inc. ECF No. 124. Laydon filed a second amended class action complaint on April 15, 2013 adding other defendants, including R.P. Martin Holdings Limited. ECF No. 150. Defendants filed their motion to dismiss and thirteen separate memoranda of law on June 14, 2013. ECF Nos. 204, 205-06, 208-14, 217-18, 220-21. Laydon filed his opposition to Defendants’ motions to dismiss on August 13, 2013. ECF No. 226. Defendants filed reply memoranda on September 27, 2013. ECF No. 232-243. Laydon filed a sur-reply memorandum on October 9, 2013. ECF No. 245.

On March 5, 2014, the Court held a full day of oral argument on Defendants’ motion to dismiss. On March 28, 2014, the Court granted in part and denied in part Defendants’ motion to dismiss Laydon’s second amended complaint. ECF No. 270. Defendants moved for reconsideration of their motion to dismiss on April 11, 2014. ECF Nos. 275, 277, 278, 282. Laydon opposed the reconsideration motions on May 9, 2014. ECF No. 290. Defendants filed reply memoranda on May 30, 2014. ECF Nos. 292, 293, 295, 296. The Court denied the motions for reconsideration on October 20, 2014. ECF No. 398.

On April 21, 2014, the Court granted Laydon leave to file a motion to amend the second amended complaint and file a proposed third amended complaint. ECF No. 286. Laydon filed his motion to amend on June 17, 2014. ECF No. 301. The proposed third amended complaint added Oklahoma Police Pension & Retirement System (“OPPRS”) and Stephen P. Sullivan (“Sullivan”) as proposed plaintiffs and added claims under the Racketeer Influenced and Corrupt Organizations Act (“RICO”) and for breach of good faith and fair dealing against certain Defendants. The proposed third amended complaint also sought to cure certain pleading deficiencies the Court identified in its March 28, 2014 Order. On August 15, 2014, Defendants filed a joint opposition to the motion to amend. ECF No. 361. Laydon filed his reply memorandum on September 22, 2014. ECF Nos. 387-388. As part of his reply, Laydon also sought to add CalSTRS as a named plaintiff. The Court granted in part and denied in part Laydon’s motion to amend on March 31, 2015. ECF No. 448. In the March 31 Order, the Court denied CalSTRS’ application to intervene without prejudice and ordered CalSTRS to renew its application within 30 days. CalSTRS filed its letter motion to intervene on April 29, 2015. ECF No. 460. Defendants filed their opposition on May 13, 2015. ECF No. 471. CalSTRS filed its reply on May 26, 2015. ECF No. 475. The Court denied CalSTRS’ motion to intervene on October 8, 2015. ECF No. 525. CalSTRS timely filed a notice of appeal on November 9, 2015. ECF No. 535. On February 22, 2016, CalSTRS filed its appellate brief with the Second Circuit, challenging the denial of its motion for intervention. *California State Teachers’ Retirement System v. Mizuho Bank, Ltd., et al.*, No. 15-3588-cv, ECF No. 145-1 (2d Cir.). On May 23, 2016, Defendants filed their opposition to CalSTRS appeal in the Second Circuit. *Id.* On June 9, 2016, CalSTRS dismissed its appeal in the Second Circuit. *Id.*

While the parties briefed arguments addressing Laydon’s motion for leave to amend, fourteen Defendants filed motions to dismiss for lack of personal jurisdiction and a stay of discovery on August 7, 2014. ECF Nos. 310, 315, 323, 331, 334, 337, 341, 344. Laydon opposed these motions to dismiss on August 29, 2014. ECF Nos. 366-370. Fourteen Defendants filed their reply memoranda on September 15, 2014. ECF Nos. 375-379, 381-384. On September 30, 2014, the Court held oral argument on the fourteen Defendants’ motions to dismiss for lack of personal jurisdiction. On March 31, 2015, the Court granted four Defendants’ motions to dismiss and denied ten Defendants’ motions to dismiss. ECF Nos. 446-447. Defendants filed a motion for reconsideration on April 14, 2015. ECF No. 452. The Court denied the motion for reconsideration on July 24, 2015. ECF No. 490. The ten Defendants filed a petition for writ of mandamus on September 25, 2015. *See In re: Mizuho Corporate Bank*, 15-3014 (2d Cir.). The Second Circuit denied the mandamus petition on January 20, 2016. *Id.*

On April 28, 2015, Laydon moved for an order entering final judgment under FED. R. CIV. P. 54(b) as to the dismissal of the four Defendants on personal jurisdiction grounds. ECF No. 457. On April 30, 2015, Laydon, with proposed plaintiffs OPPRS and Sullivan, sought leave to file an interlocutory appeal under 28 U.S.C. § 1292(b) for immediate review of the Court’s order denying Laydon leave to further amend the complaint to add RICO claims, state law claims, and proposed plaintiffs OPPRS and Sullivan. ECF No. 461. The Court denied both motions on July 24, 2015. ECF Nos. 489, 491.

Laydon served his First Request for the Production of Documents on Defendants on June 18, 2014. While the parties were briefing Laydon’s motion for leave to amend and the fourteen Defendants’ motions to dismiss for lack of personal jurisdiction, the U.S. Department of Justice (“DOJ”) also filed a motion to intervene and for a stay of discovery on September 15, 2014. ECF No. 380. The Court granted the DOJ’s motion to intervene and ordered a stay of discovery until May 15, 2015. ECF No. 451. Defendants served their responses and objections to Plaintiff’s First Request for the Production of Documents on December 19, 2014.

Following the lifting of the stay of discovery on May 15, 2015, Magistrate Judge Pitman held a discovery conference on June 25, 2015. Judge Pitman set a schedule by which Defendants were to brief and Laydon was to oppose Defendants’ discovery objections based on the foreign data privacy laws of, among others, Japan. ECF No. 483.

Certain Defendants then moved on August 6, 2015 for an order sustaining their discovery objections under the foreign data privacy and bank secrecy laws of the United Kingdom and Japan. ECF Nos. 495, 501. On September 11, 2015, Laydon filed his opposition, including an expert declaration, to certain Defendants’ motion to sustain their discovery objections under the laws of the United Kingdom. ECF Nos. 512-513. On September 11, 2015, Laydon and certain other Defendants also notified Magistrate Judge Pitman that they had reached an agreement to table Defendants’ motion under the foreign data privacy laws of Japan. ECF No. 511.

⁵ Unless otherwise noted, all docket citations are to Laydon v. Mizuho Bank, Ltd. et al., 12-cv-3419 (GBD) (S.D.N.Y.).

On July 24, 2015, Sonterra Capital Master Fund, Ltd. ("Sonterra") and Hayman Capital Management, L.P. on behalf of the investment funds it advises,⁶ filed their initial complaint against Defendants. *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.*, 15-cv-5844 (S.D.N.Y.) ("Sonterra Action"), ECF No. 1. The Sonterra Action was assigned to Judge Daniels on August 5, 2015 as related to the Laydon action. On October 8, 2015, the Court denied, without prejudice, Plaintiffs' request to consolidate the Sonterra Action with the Laydon Action. ECF No. 524.

On December 18, 2015, Laydon filed his Third Amended Class Action complaint ("TAC"). ECF No. 547. On January 8, 2016, the Court granted Defendants' request to strike the TAC and directed Laydon to submit a letter request with a new proposed complaint by January 28, 2016. ECF No. 558. Laydon filed a letter request with a new proposed TAC on January 28, 2016. ECF No. 564. On February 29, 2016, Laydon filed his TAC. ECF No. 580. Defendants moved to strike the TAC on March 11, 2016. ECF No. 582. Laydon filed an opposition letter on March 11, 2016. ECF No. 583. On March 14, 2016, the Court denied Defendants' motion to strike the TAC. ECF No. 584.

On December 18, 2015, Sonterra, Hayman, and CalSTRS filed their amended class action complaint. Sonterra Action, ECF No. 121. On February 1, 2016, Defendants filed seven memoranda of law in support to their motions to dismiss the Sonterra Action pursuant to Rules 12(b)(2) and 12(b)(6) of the Federal Rules of Civil Procedure. On March 18, 2016, Sonterra, Hayman, and CalSTRS filed their opposition to Defendants' motion to dismiss. *Id.*, ECF Nos. 209, 210, 211. Defendants filed their memoranda of law in reply on April 22, 2016. *Id.*, ECF Nos. 229, 231, 232, 233, 234, 235, 236. On May 5, 2016, the Court held oral argument on Defendants' motion to dismiss the Sonterra Action.

C. The Definition of the Settlement Class

The Court has certified, for purposes of settlement only, the Settlement Class, defined as:

All Persons that purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives during the period of January 1, 2006 through June 30, 2011 ("Class Period"). Excluded from the Class are: (i) Defendants and any parent, subsidiary, affiliate, or agent of any Defendant; (ii) the Released Parties (as defined in the Agreements); and (iii) any Class Member who files a timely and valid request for exclusion.

II. SUMMARY OF THE PROPOSED SETTLEMENTS

A. Settlements with the Citi Defendants and HSBC Defendants

On behalf of the Settlement Class, Plaintiffs entered into the Citi Settlement Agreement with the Citi Defendants on August 11, 2015. On behalf of the Settlement Class, Plaintiffs entered into the HSBC Settlement Agreement with the HSBC Defendants on June 16, 2016. The following description of the proposed settlements is only a summary. This description and this Notice are qualified in their entirety by the Citi Settlement Agreement and HSBC Settlement Agreement which are on file with the Court at the address indicated in this Notice and is available at the official website for the Settlements, at www.EuroyenSettlement.com (the "Settlement Website").

1. The Citi Defendants' and HSBC Defendants' Payments for the Benefit of the Settlement Class

a. No Right to Reversion

The Citi Settlement Agreement and HSBC Settlement Agreement do not provide the Citi Defendants or HSBC Defendants with a right of reversion. That is, no matter how many Settlement Class Members ultimately fail to file a Proof of Claim or opt-out, if the Citi Settlement and HSBC Settlement are finally approved by the Court, none of the Citi Settlement monies or HSBC Settlement monies will revert to Citi Defendants or HSBC Defendants.

b. The Citi and HSBC Defendants' Potential Right To Termination

Sections 21 and 23 of the Citi Settlement Agreement describe the Citi Defendants' right to terminate if certain conditions anticipated by the parties are not satisfied. With respect to each such condition, the Citi Defendants have the right (as qualified in the Citi Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, a termination notice if the condition is not satisfied.

Sections 21 and 23 of the HSBC Settlement Agreement describe the HSBC Defendants' right to terminate if certain conditions anticipated by the parties are not satisfied. With respect to each such condition, the HSBC Defendants have the right (as qualified in the HSBC Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, a termination notice if the condition is not satisfied.

⁶ On March 18, 2016, Hayman Capital Management L.P. and Sonterra Capital Master Fund Ltd. filed a motion to substitute party, substituting Hayman Capital Master Fund, L.P. and Japan Macro Opportunities Master Fund, L.P. as named party plaintiffs. Sonterra Action, ECF No. 212. Defendants submitted a letter response on March 28, 2016 consenting to the substitution. *Id.*, ECF No. 216. The Court granted the motion on March 30, 2016. *Id.*, ECF No. 217. Hereinafter, "Hayman" refers to Hayman Capital Master Fund, L.P. and Japan Macro Opportunities Master Fund, L.P.

Proposed Plan of Allocation

The Proposed Plan of Allocation is available for review on the Settlement Website at www.EuroyenSettlement.com. The daily artificiality matrix, as described in the Proposed Plan of Allocation, will be posted on the Settlement Website on or before thirty days prior to the opt-out deadline. Changes, if any, to the daily artificiality matrix based on newly available data or information will be promptly posted on the Settlement Website. Settlement Class Members are strongly encouraged to review the Settlement Website for any changes to the Proposed Plan of Allocation.

d. Changes or Further Orders by the Court

Any change by the Court of the Plan of Allocation, the time and place of the Final Approval Hearing, or any other matter and all further orders or requirements by the Court will be posted on the Settlement Website at www.EuroyenSettlement.com as soon as practicable.

It is important that you refer to the Settlement Website as no other notice may be published of such changes.

2. The Releases, Discharge, and Covenant Not to Sue under the HSBC and Citi Settlements

IF YOU HAVE NOT REQUESTED TO BE EXCLUDED FROM THE SETTLEMENT CLASS, WHEN THE SETTLEMENT BECOMES FINAL YOU WILL BE RELEASING THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENT INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A PROOF OF CLAIM.

In exchange for the HSBC Defendants' and Citi Defendants' payments, Members of the Settlement Class will release their claims against the Released Parties as defined in the HSBC Settlement Agreement and Citi Settlement Agreement arising in any way out of transactions in Euroyen-Based Derivatives, whether or not asserted in the Actions, as is more fully set forth below.

(A) The Releasing Parties finally and forever release and discharge from and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to conduct alleged in the Action or which could have been alleged in the Action against the Released Parties concerning any Euroyen-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Yen-LIBOR or Euroyen TIBOR held by the Representative Plaintiffs, Class Members, and/or Settling Class Members (to the extent such similar financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including, but not limited to, any alleged manipulation of Euroyen TIBOR and/or Yen-LIBOR under the Commodity Exchange Act, 7 U.S.C. § 1 et seq., or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to Euroyen TIBOR and/or Yen-LIBOR (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 et seq., the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute or common law).

(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 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.

The HSBC Settlement Agreement and Citi Settlement Agreement do not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any Settlement Class Member against any other person or entity other than the parties released in the HSBC Settlement Agreement and Citi Settlement Agreement are specifically reserved by the Plaintiffs and the Members of the Class.

B. Settlement with the R.P. Martin Defendants

On behalf of the Class, Plaintiffs entered into the R.P. Martin Settlement Agreement with the R.P. Martin Defendants on December 3, 2014. The following description of the proposed settlement is only a summary. This description and this entire Notice are qualified in their entirety by the R.P. Martin Settlement Agreement which is on file with the Court at the address indicated in this Notice and is available at the Settlement Website www.EuroyenSettlement.com.

1. The Consideration Provided by the R.P. Martin Defendants for the Benefit of the Class

Pursuant to the terms of the R.P. Martin Settlement Agreement, the R.P. Martin Defendants have agreed to provide the following cooperation to Plaintiffs' Counsel for the benefit of the Class.

The R.P. Martin Defendants agreed to provide a full account of all known facts relating to the allegations set forth in the Actions and to produce the following: (i) all audio tapes of voice brokerage communications; (ii) all transaction data reflecting trades of Euroyen-Based Derivatives; (iii) all documents relied on and/or created in connection with internal investigations performed by or at the request of the R.P. Martin Defendants; and (iv) all transcripts, notes, compilations, or recordings of any interviews or depositions of former and/or current R.P. Martin employees. The R.P. Martin Defendants also agreed to make any individual within their control that is knowledgeable about the alleged manipulation available for interview with Plaintiffs' Counsel.

2. The Releases, Discharge, And Covenant Not to Sue

IF YOU HAVE NOT REQUESTED TO BE EXCLUDED FROM THE SETTLEMENT CLASS, WHEN THE SETTLEMENT BECOMES FINAL YOU WILL BE RELEASING THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENT INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A PROOF OF CLAIM.

In exchange for the cooperation provided by the R.P. Martin Defendants, Members of the Class will release their claims against the Released Parties as defined in the R.P. Martin Settlement Agreement arising in any way out of transactions in Class Contracts, that is, arising in any way from the nucleus of operative facts alleged or at issue in the underlying action, whether or not asserted in the Action, as is more fully set forth below.

(a) Settling Class Members finally and forever release and discharge from, and covenant not to sue the Released Parties for or with respect to, all manner of claims, demands, rights, actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, and causes of action in law, admiralty or equity, whether class, derivative, individual, or otherwise in nature, any damages, whenever incurred (including costs, expenses, penalties and attorneys' fees), liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, or in law, admiralty or equity, that the Settling Class Members, individually, or as a class, ever had, now has or hereafter can, shall or may have, against the Released Parties (whether or not they make a claim upon or participate in the Settlement Fund) arising from or relating in any way to conduct alleged in the Action against the Released Parties concerning Euroyen-Based Derivatives by Settling Class Members, including, but not limited to, any purported manipulation of Yen-LIBOR or Euroyen TIBOR under the under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any purported conspiracy or collusion between R.P. Martin and any other Defendant including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act 15 U.S.C. § 1 *et seq.*, and any purported violations by the Released Parties of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, or other federal or state statute or common law, or the law of any foreign jurisdiction.

The R.P. Martin Settlement Agreement does not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any Settlement Class Member against any other person or entity other than the parties released in the R.P. Martin Settlement Agreement are specifically reserved by the Plaintiffs and the Members of the Class.

III. YOUR OPTIONS

A. Submit a Proof of Claim for the Citi Settlement Agreement and HSBC Settlement Agreement

As a Settlement Class Member, you may be entitled to share in the Net Settlement Fund if you submit a valid and timely Proof of Claim demonstrating that you are an Authorized Claimant as set forth in the Citi Settlement Agreement and the HSBC Settlement Agreement. Proofs of Claim must be postmarked to the Settlement Administrator (*see* address in VIII below) no later than January 24, 2017. A copy of the Proof of Claim is attached hereto. You may also obtain a Proof of Claim on the Settlement Website at www.EuroyenSettlement.com.

An important aspect of the Citi Settlement Agreement and the HSBC Settlement Agreement is that the Citi Defendants and HSBC Defendants are not entitled to any reversion of the Settlement Fund. *See* II.A.1.a. and II.B.1.a. above. Thus, Settlement Class Members who fail to file a valid and timely Proof of Claim will have their shares redistributed to Settlement Class Members who do qualify for payment as described in the Plan of Allocation. Settlement Class Members are encouraged to file a valid and timely Proof of Claim.

B. Object to the Settlements

Any Settlement Class Member may appear at the Final Approval Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness, and adequacy of any of the proposed Settlements or any related matter (including the request for attorneys’ fees or the Plan of Allocation or any other matter).

However, no person shall be heard in opposition to the Settlement Agreements, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, on or before October 11, 2016, such person files with the Court (and serves the same on or before such filing by hand or overnight mail on the Class Counsel and all counsel for the Citi Defendants and HSBC Defendants) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to intervene, including all support that the objecting Settlement Class Member wishes to bring to the Court’s attention and all evidence the objecting Settlement Class Member wishes to introduce in support of his, her, or its objection or motion. Such submission must contain: (i) a heading that refers to the Actions by case name and Case Number; (ii) a statement of the specific legal and factual basis for each objection or intervention argument; (iii) a statement of whether the objecting or intervening person or entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, and telephone number; (iv) a description of any and all evidence the objecting person or entity may offer at the Final Approval Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Final Approval Hearing; and documentary proof of the objecting person’s membership in the Settlement Class; and (v) a list of other cases in which the objector or intervenor or counsel for the objector or intervenor has appeared either as an objector or counsel for an objector in the last five years. All written objections must be signed by the Settlement Class Member (or his, her or its Legally Authorized Representative), even if the Settlement Class Member is represented by counsel.

Vincent Briganti Geoffrey M. Horn Lowey Dannenberg Cohen & Hart, P.C. 1 North Broadway, Suite 509 White Plains, NY 10601-2310	Andrew A. Ruffino Covington & Burling LLP The New York Times Building 620 Eighth Avenue New York, NY 10018-1405	Roger B. Cowie Locke Lord LLP 2200 Ross Avenue, Suite 2800 Dallas, TX 75201-1009
<i>Counsel for Plaintiffs</i>	<i>Counsel for the Citi Defendants</i>	<i>Counsel for the HSBC Defendants</i>

C. Request to be Excluded from the Settlement Class for the Settlement Agreements

To exclude yourself from the Settlement Class for the Settlement Agreements, you must submit a written request that clearly states: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Actions (“*Laydon v. Mizuho Bank, Ltd., et al.*, No. 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.)”); (iv) a statement certifying such person is a Settlement Class Member; and (v) a statement that “I/we hereby request that I/we be excluded from the Settlement Class in *Laydon v. Mizuho Bank, Ltd., et al.*, No. 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.*, No. 15-cv-5844 (GBD) (S.D.N.Y.)” All written requests must be signed by the Settlement Class Member (or his, her or its Legally Authorized Representative) and notarized, even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by First-Class mail (preferably certified mail) to the Settlement Administrator (see address in VIII below). Requests for exclusion must be postmarked no later than October 6, 2016.

If you exclude yourself from the Settlement Class for the Settlement Agreements, you will not be bound by the Settlement Agreements and can independently pursue claims you may have against the Citi Defendants, HSBC Defendants, and/or the R.P. Martin Defendants at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlement Agreements, you will not be eligible to share in the Net Settlement Fund.

IV. PROOF OF CLAIM

The Proof of Claim, which includes instructions on how and when to make a claim, is included with this Notice. You may also obtain a Proof of Claim on the Settlement Website at www.EuroyenSettlement.com or you may request that a Proof of Claim be mailed to you by calling the Settlement Administrator toll free at 1-866-217-4453. You should consider reading the Citi Settlement Agreement and HSBC Settlement Agreement and you should read the Proof of Claim carefully before submitting your Proof of Claim or determining another course of action.

V. ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS

To date, the attorneys representing Plaintiffs and the Class in these Actions have not received payment for their services or reimbursement for their expenses. Settlement Class Members are not personally responsible for payment of attorneys' fees or expenses. As compensation for their time and their risk in prosecuting the litigation on a wholly contingent fee basis for approximately four years, Class Counsel will ask the Court for an award of attorneys' fees in the amount of one-fourth of the Settlement Fund, as a common fund, and for reimbursement of their costs and expenses in the amount of up to \$1,000,000, all to be deducted from the Settlement Fund. Additionally, Class Counsel may apply at the time of any application for distribution to qualifying Settlement Class Members, for an award from the Settlement Fund of attorneys' fees for services performed and reimbursement of expenses incurred in connection with the administration of the Citi Settlement Agreement and the HSBC Settlement Agreement after the date of the Fairness Hearing.

At the time the Net Settlement Fund is distributed to eligible Settlement Class Members, the Plaintiffs similarly will seek reimbursement of their own expenses and compensation for their time devoted to this litigation in the aggregate amount to be determined by the Court to be paid from the Settlement Fund. This amount constitutes the Incentive Award.

VI. FINAL APPROVAL HEARING AND RIGHT TO OBJECT

The Court has scheduled a Final Approval Hearing for November 10, 2016 at 10:00 a.m. to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11A. At the Final Approval Hearing, the Court will determine, among other things, if the proposed Settlements are fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of litigation expenses, and Plaintiffs' Incentive Award.

The time and date of the Final Approval Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend; as soon as practicable after any change in the scheduled date and time, such change will be posted on the Settlement Website.

If you are a Settlement Class Member, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlements or other applications should or should not be approved. However, if you wish to appear, you must submit a written statement, along with any materials you wish the Court to consider. This written statement must be received by the Court (at the address provided above) no later than October 6, 2016 or it will not be considered. Such materials must also be served on Class Counsel and Counsel for the Citi Defendants and HSBC Defendants at the addresses set forth in III.B. by overnight mail, first-class mail, or by hand or they will not be considered.

VII. CHANGE OF ADDRESS

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at www.EuroyenSettlement.com, or send it to the Settlement Administrator at the address set forth in VIII below.

VIII. THE SETTLEMENT ADMINISTRATOR

The Court has appointed A.B. Data, Ltd. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing notice of the Settlements to the Settlement Class and processing Proof of Claim forms. You may contact the Settlement Administrator through the Settlement Website, by telephone toll free at 1-866-217-4453, or by writing to the Settlement Administrator at the below address:

Euroyen Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

IX. ADDITIONAL INFORMATION

The Settlement Agreements and other important documents related to these Actions are available online at www.EuroyenSettlement.com and also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10005. If you have questions about this Notice, the procedure for registering, or the Settlement Agreements, you may contact Class Counsel at the address listed in III.B. above.

DO NOT CONTACT THE DISTRICT COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: June 22, 2016

BY ORDER OF THE COURT.
Clerk of the United States District Court
Southern District of New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Laydon v. Mizuho Bank, Ltd., et al.

No. 12-cv-3419 (GBD)

Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.

No. 15-cv-5844 (GBD)

PROOF OF CLAIM AND RELEASE

If you are a Settlement Class Member as defined below, then in order to be entitled to a distribution, you must complete, sign, and mail this Proof of Claim and necessary supporting documentation to the Settlement Administrator at the following address, postmarked no later than January 24, 2017:

Euroyen Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

Do not submit your claim to the Court.

All Persons that purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives¹ during the period of January 1, 2006 through June 30, 2011 (“Class Period”). Excluded from the Class are: (i) Defendants and any parent, subsidiary, affiliate, or agent of any Defendant; (ii) the Released Parties (as defined in the Agreements); and (iii) any Class Member who files a timely and valid request for exclusion.

If you are a Settlement Class Member as described above who transacted in Euroyen-Based Derivatives during the Class Period, then by properly filling out, signing, and returning this Proof of Claim and furnishing the required supporting documentation, you may be entitled to share in the proceeds from the Net Settlement Fund. Submission of this Proof of Claim does not assure that you will share in any of the proceeds of the Net Settlement Fund.

¹ “Euroyen-Based Derivatives” means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR and/or Euroyen TIBOR based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

If you omit needed documentation or information, your claim may be considered defective by the Settlement Administrator. If so, you will be notified of the defect and given an opportunity to cure by providing additional documentation or information. You must include all trade information for all transactions and all positions held in Euroyen-Based Derivatives at any time between January 1, 2006 and June 30, 2011, inclusive, for all accounts you own or control.

If you qualify as a Settlement Class Member and fail to submit a valid and timely Proof of Claim pursuant to these instructions or fail to provide adequate documentation of your pertinent transactions and/or holdings, you may be precluded from recovery against the Net Settlement Fund. Unless you validly exclude yourself from the Settlement Class, you will nevertheless be bound by the terms of any judgment entered in the Actions whether or not you submit a Proof of Claim.

The completed Proof of Claim and the information submitted therewith will be treated as confidential and will be used solely for purposes of administering the Settlement. Knowingly submitting inaccurate or incomplete information may subject you to civil or criminal penalties.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS PROOF OF CLAIM, WRITE TO, CALL, OR GO ON-LINE AT:

Euroyen Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217
866-217-4453
www.EuroyenSettlement.com

DO NOT CONTACT THE COURT IF YOU HAVE QUESTIONS CONCERNING THIS PROOF OF CLAIM.

**MUST BE POSTMARKED OR
RECEIVED NO LATER THAN
JANUARY 24, 2017**

Euroyen Settlement
PROOF OF CLAIM AND RELEASE
Please print or type



FOR OFFICIAL USE ONLY

I, _____, declare under 28 U.S.C. § 1746 that:
[Full legal name of person filling out this form]

Item 1—CLAIMANT IDENTIFICATION

Please provide the following information if you or the entity for which you are executing the claim (collectively, “you”) transacted in or held Euroyen-Based Derivatives:

Claimant Name(s) (“Claimant”):

Individual Corporation Estate Other (specify) _____

Name of Person Executing Claim:

Capacity of Person Executing Claim:

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.

Item 2 - List of Brokers or Futures Commission Merchants

Please list all brokers or futures commission merchants (“FCMs”) at which you maintained accounts in which you traded or held Euroyen-Based Derivatives.

Item 3 - List of Account Names and Account Numbers

Please provide a list of all account names and account numbers for each entity you listed in response to “Item 2” above in which you traded or held Euroyen-Based Derivatives.

Item 4 - Proof of Qualifying Transactions

Please provide proof of all of your transactions and/or holdings in Euroyen-Based Derivatives between January 1, 2006 and June 30, 2011, inclusive. For certain transactions described more fully below, you must provide sufficient documentation to allow the Settlement Administrator to determine whether a transaction in Euroyen-Based Derivatives was entered into by a U.S. Person from or through a location within the U.S.

You must provide proof for each and every transaction in, or holding of, a Euroyen-Based Derivative, regardless of whether your transaction or holding resulted in a gain or a loss.

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

If you have this information in an electronic form, you are strongly encouraged to submit the information electronically. The Settlement Administrator may ask you to provide some or all of hard copy printouts of your relevant trading records. The following formats are acceptable: ASCII, MS Excel, MS Access, dBase, and electronic filing templates can be found at the Settlement Website, www.EuroyenSettlement.com.

The Settlement Administrator will determine your Allowed Claim (as set forth in the Plan of Allocation) by analyzing your transactions in, and holdings of, Euroyen-Based Derivatives.

Your Euroyen-Based Derivatives transaction data should always include trade dates. Do not offset opening and closing transactions or provide net position or trading information. It is important that you supply the information requested to the fullest extent possible.

The Settlement Administrator will consider any open positions (long or short) in Euroyen-Based Derivatives that you held as of the start of the Class Period on January 1, 2006. This determination shall be based on trade dates, not settlement dates.

For all Euroyen-Based Derivatives traded on a futures exchange (Euroyen TIBOR futures and Japanese Currency futures traded on the Chicago Mercantile Exchange (“CME”), and Euroyen TIBOR futures traded on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”)), please provide documents reflecting such transactions including daily and monthly brokerage statements. If you traded any of the following Euroyen-Based Derivatives futures contracts on the following futures exchanges: TFX, SGX or LIFFE, you must also provide proof you were a U.S. person,² or traded such futures from or through a location

² U.S. Person means a citizen or resident of the United States; a corporation, including a limited liability company, either incorporated or headquartered in the United States; a partnership created or resident in the United States; any other Person or entity created and/or formed under the laws of the United States, or any other Person or entity residing in the United States.

within the U.S. at the time of the transaction.

If you have any of the below transaction information in an electronic form, you are strongly encouraged to submit the information electronically. The Settlement Administrator may ask you to provide some or all of hard copy printouts of your relevant trading records including confirmations and ISDA agreements relating to the transactions. Electronic filing templates can be found at www.EuroyenSettlement.com.

As of December 31, 2005, please list each open position of a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S., and/or Japanese Yen currency futures contract on the CME:

Contract Type (TIBOR or YEN)	Exchange (CME, TFX, SGX, LIFFE)	Open Positions in Euroyen TIBOR futures contracts or Japanese Yen currency futures contracts	Short Position (Insert the number of contracts)	Long Position (Insert the number of contracts)	Contract Month / Year

For purchase or sale of a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange (“CME”); a purchase or sale of a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. (“TFX”), Singapore Exchange (“SGX”), or London International Financial Futures and Options Exchange (“LIFFE”) entered into by a U.S. Person, or by a Person from or through a location within the U.S., and/or for each a purchase or sale of a Japanese Yen currency futures contract on the CME, provide the following information for each transaction:

Contract Type (TIBOR or YEN)	Exchange (CME, TFX, SGX, LIFFE)	Date of Transaction	Contract Month / Year	Number of Contracts In Transaction	Transaction Price	Purchase or Sale	Brokerage Firm and Account Number in Which Transaction Was Made
		/ /					
		/ /					
		/ /					

For transactions in Yen-LIBOR and/or Euroyen TIBOR based interest rate swaps and/or forward rate agreements entered into by a U.S. Person, or by a Person from or through a location within the U.S., provide the following information for each transaction:

Opening Positions (as of December 31, 2005)	Date of Transaction	Name of Counterparty	Notational Amount (Expressed in Yen)	Fixed and Floating Rate Terms	First Reset Date and Frequency of Reset Terms	Are you the payer or receiver of the fixed rate?	List payment made or received on reset dates
	/ /						
	/ /						
	/ /						

For Japanese Yen currency forward agreement transactions entered into by a U.S. Person, or by a Person from or through a location within the U.S., provide the following information for each transaction:

Date of Transaction	Name of Counterparty (if applicable)	Name of FCM (if applicable)	Notational Amount (Expressed in Yen)	Base Currency	Term Currency	Are you the seller or buyer of the Base Currency?	Settlement Date	List payments made or received on reset dates
/ /							/ /	
/ /							/ /	
/ /							/ /	

For a purchase or sale of an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap (“swaption”) entered into by a U.S. Person, or by a Person from or through a location within the U.S., please provide the following information for each transaction:

Opening Positions (as of December 31, 2005)	Date of Transaction	Name of Counterparty	Notational Amount (Expressed in Yen)	Fixed and Floating Rate Terms	Expiration Date (If Option)	Buyer or Seller of Swaption?	Amount of Premium Paid or Received?	Option Exercised?
	/ /							
	/ /							
	/ /							

Class Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim.

It is important that you accurately disclose all positions in Euroyen-Based Derivatives that were open as of the start of the Class Period and all transactions in those contracts during the Class Period. You expressly consent to the release to the Settlement Administrator of any and all documents reflecting your transactions or holdings in Euroyen-Based Derivatives that may be obtained from third parties, including, but not limited to, your brokerage firm(s), your FCMs, the Commodity Futures Trading Commission (“CFTC”), and/or the CME/TFX/SGX/LIFFE, or any other source with this transaction information. By executing this Proof of Claim, you hereby permit the Settlement Administrator to request from your brokerage firm(s), your FCMs, the CFTC, the CME/TFX/SGX/LIFFE, or any other source with this transaction information relevant information about your transactions in Euroyen-Based Derivatives in order to compute any payment that may be due to you from the Net Settlement Fund.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) certify that reasonable efforts have been made to locate all information requested in this Proof of Claim above and that all information supplied in connection with this Proof of Claim is true, correct, and complete.

You understand that the information provided herein is subject to verification, and you (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree 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.

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

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) consent to the jurisdiction of the United States District Court for the Southern District of New York (the “Court”) with respect to all matters concerning this Proof of Claim including, without limitation, any efforts to enforce the terms of the Settlement Agreement or any order or judgment of the Court.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree to the terms of the Settlement as set forth in the Settlement Agreement and acknowledge being bound by and subject to the terms of any order or judgment that may be entered in the Action, including the Final Order and Judgment. You may obtain a copy of the Settlement Agreements at www.EuroyenSettlement.com.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) acknowledge that this Claim Form constitutes a release and covenant not to sue in conformity with Section 12 of the Citi Settlement Agreement in order to receive the appropriate share, if any, of the Net Settlement Fund. You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree that the submission of this Proof of Claim constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties as set forth in the Citi Settlement Agreement and at the end of this Proof of Claim.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) acknowledge that this Claim Form constitutes a release and covenant not to sue in conformity with Section 12 of the HSBC Settlement Agreement in order to receive the appropriate share, if any, of the Net Settlement Fund. You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree that the submission of this Proof of Claim constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties as set forth in the HSBC Settlement Agreement and at the end of this Proof of Claim.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) acknowledge that this Claim Form constitutes a release and covenant not to sue in conformity with Section 4 of the R.P. Martin Settlement Agreement. You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) agree that the submission of this Proof of Claim constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties as set forth in the R.P. Martin Settlement Agreement and at the end of this Proof of Claim.

You (for yourself, in the event of an individual claim, and for the Claimant in the event of any other claim) certify that you are not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code of 1986, as amended, 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 the Claimant is no longer subject to backup withholding.

I declare or affirm under penalties of perjury that the foregoing statements and the documents and information attached hereto, including the Social Security or Employer 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 which follows. I understand that the withholding or misrepresentation of any information described herein may constitute a criminal offense subject to penalties under the law.

This Proof of Claim was executed this _____ day of _____, 20_____ 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.).

Exhibit B

JUL 12, 2016, 10:30 ET

News provided by
Lowey Dannenberg Cohen & Hart, P.C. →
(<http://www.prnewswire.com/news/lowey+dannenberg+cohen+%27and%27+hart%2C+p.c.>)

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Lowey Dannenberg Cohen & Hart, P.C. Announce a Settlement for Those Who Have Transacted in Euroyen-Based Derivatives between January 1, 2006 through June 30, 2011

NEW YORK, July 12, 2016 /PRNewswire/ --

Notice of Class Action Settlements

If you transacted in Euroyen-Based Derivatives¹ between January 1, 2006 through June 30, 2011, inclusive, then your rights will be affected and you may be entitled to a benefit.

The purpose of this Notice is to inform you of your rights in connection with the proposed settlements with Settling Defendants R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd. (collectively, "R.P. Martin"), Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc. (collectively, "Citi"), and HSBC Holdings plc and HSBC Bank plc (collectively, "HSBC") in the actions titled *Laydon v. Mizuho Bank Ltd. et al.*, 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund, Ltd. et al. v. UBS AG et al.*, 15-cv-5844 (GBD) (S.D.N.Y.). The settlements with R.P. Martin, Citi, and HSBC (collectively, the "Settlements") are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs' claims against remaining Defendants.

The Settlements have been proposed in a class action lawsuit concerning the alleged manipulation of the London Interbank Offered Rate for the Japanese Yen ("Yen-LIBOR") and the Tokyo Interbank Offered Rate ("Euroyen TIBOR") from January 1, 2006 through June 30, 2011, inclusive. The Settlements will provide \$58 million to pay claims from persons who transacted in Euroyen-Based

Derivatives from January 1, 2006 through June 30, 2011, inclusive. If you qualify, you may send in a Proof of Claim form to potentially get benefits, or you can exclude yourself from the Settlements, or object to them.

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. Before any money is paid, the Court will hold a Fairness Hearing to decide whether to approve the Settlements.

Who Is Included?

You are a "Settlement Class Member" if you purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives at any time from January 1, 2006 through June 30, 2011, inclusive. Excluded from the Settlement Class are (i) Defendants and any parent, subsidiary, affiliate, or agent of any Defendant; (ii) the Released Parties; and (iii) any Class Member who files a timely and valid request for exclusion.

Contact your brokerage firm to see if you purchased, sold, or held Euroyen-Based Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mailed Notice, Plan of Allocation, Proof of Claim and other important documents, at www.EuroyenSettlement.com (<http://www.euroyensettlement.com/>) ("Settlement Website") or by calling toll free 1-866-217-4453.

What Is This Litigation About?

Plaintiffs allege that each Defendant, between January 1, 2006 through June 30, 2011, inclusive, manipulated or aided and abetted the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made the daily Yen-LIBOR and/or Euroyen TIBOR submissions to the British Bankers' Association and Japanese Bankers Association (collectively, "Contributor Bank Defendants"), such as Citi and HSBC, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor Bank Defendants also requested that other Contributor Bank Defendants make false Yen-LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions.

Plaintiffs further allege that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets (the "Broker Defendants"), such as R.P. Martin, had knowledge of, and provided substantial assistance to, the Contributor Bank Defendants' foregoing alleged manipulations of Euroyen-Based Derivatives in violation of 22(a)(1) of the Commodity Exchange Act, 7 U.S.C. § 25(a)(1). For example, Contributor Bank Defendants used the Broker Defendants to manipulate Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives by disseminating false "Suggested LIBORs," publishing false market rates on broker screens, and publishing false bids and offers into the market.

Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

Citi, R.P. Martin, and HSBC have consistently and vigorously denied Plaintiffs' allegations.

What Do the Settlements Provide?

Under the Settlements, Citi agreed to pay \$23 million and HSBC agreed to pay \$35 million into a Settlement Fund. If the Court approves the Settlements, potential Settlement Class Members who qualify and send in valid Proof of Claim forms may receive a share of the Settlement Fund after it is reduced by the payment of certain expenses. The Settlement Agreements, available at the Settlement Website, describe all of the details about the proposed Settlements. The exact amount each qualifying Settlement Class Member will receive from the Settlement Fund cannot be calculated until (1) the Court approves the Settlements; (2) certain amounts identified in the full Settlement Agreements are deducted from the Settlement Fund; and (3) the number of participating Class Members and the amount of their claims are determined. In addition, each Settlement Class Member's share of the Settlement Fund will vary depending on the information the Settlement Class Member provides on their Proof of Claim form.

The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim form, you could get more money.

R.P. Martin, in order to resolve the claims against them, agreed to provide cooperation (including documents, audio tapes, transaction data, and other cooperation) to Plaintiffs' counsel for the benefit of the Class.

How Do You Ask For a Payment?

If you are a Settlement Class Member, you may seek to participate in the Settlements by submitting a Proof of Claim to the Settlement Administrator postmarked no later than January 24, 2017. You may obtain a Proof of Claim on the Settlement Website or by calling the toll-free number referenced above. If you are a Settlement Class Member but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements.

What Are Your Other Options?

All requests to be excluded from the Settlements must be made in accordance with the instructions set forth in the Settlement Notice and must be postmarked to the Settlement Administrator no later than October 6, 2016. The Settlement Notice, available at the Settlement Website, explains how to exclude yourself or object. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement Agreements and can independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Fund or otherwise participate in the Settlements.

The Court will hold a Fairness Hearing in these cases on November 10, 2016, to consider whether to approve the Settlements and a request by the lawyers representing all Settlement Class Members (Lowey Dannenberg Cohen & Hart, P.C.) for an award of attorneys' fees of no more than one-fourth of the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement, and for reimbursement of their costs and expenses in the amount of no more than approximately \$1,000,000. The lawyers for the Settlement Class may also seek additional reimbursement of fees, costs, and expenses in connection with services provided after the Fairness Hearing. These payments will also be deducted from the Settlement Fund before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. For more information, call toll free 1-866-217-4453, visit the website www.EuroyenSettlement.com (<http://www.euroyensettlement.com/>).

¹ "Euroyen-Based Derivatives" means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange ("CME"); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the

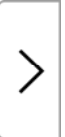
CME; (iv) a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR and/or Euroyen TIBOR based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

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Exhibit C

Notice of Class Action Settlements

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The purpose of this Notice is to inform you of your rights in connection with the proposed settlements with Settling Defendants R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd. (collectively, “R.P. Martin”), Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc. (collectively, “Citi”), and HSBC Holdings plc and HSBC Bank plc (collectively, “HSBC”) in the actions titled *Laydon v. Mizuho Bank Ltd. et al.*, 12-cv-3419 (GBD) (S.D.N.Y.) and *Sonterra Capital Master Fund, Ltd. et al. v. UBS AG et al.*, 15-cv-5844 (GBD) (S.D.N.Y.). The settlements with R.P. Martin, Citi, and HSBC (collectively, the “Settlements”) are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs’ claims against remaining Defendants.

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Who Is Included?

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Contact your brokerage firm to see if you purchased, sold, or held Euroyen-Based

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Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mailed Notice, Plan of Allocation, Proof of Claim and other important documents, at www.EuroyenSettlement.com (“Settlement Website”) or by calling toll free 1-866-217-4453.

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Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

Citi, R.P. Martin, and HSBC have consistently and vigorously denied Plaintiffs’ allegations.

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The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim form, you could get more money.

R.P. Martin, in order to resolve the claims against them, agreed to provide cooperation (including documents, audio tapes, transaction data, and other cooperation) to Plaintiffs' counsel for the benefit of the Class.

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The Court will hold a Fairness Hearing in these cases on November 10, 2016, to consider whether to approve the Settlements and a request by the lawyers representing all Settlement Class Members (Lowey Dannenberg Cohen & Hart, P.C.) for an award of attorneys' fees of no more than one-fourth of the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement, and for reimbursement of their costs and expenses in the amount of no more than approximately \$1,000,000. The lawyers for the Settlement Class may also seek additional reimbursement of fees, costs, and expenses in connection with services provided after the Fairness Hearing. These payments will also be deducted from the Settlement Fund before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. For more information, call toll free 1-866-217-4453, visit the website www.EuroyenSettlement.com.

Exhibit D

**If You Transacted
in Euroyen-Based
Derivatives**

**between
1/1/06 - 6/30/11,
Then Your Rights
Will Be Affected
by Class Action
Settlements and
You May Be Entitled
to a Benefit**

**For More Information
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Exhibit E

**If You Transacted in Euroyen-Based Derivatives
between 1/1/06 - 6/30/11, Then Your Rights Will Be Affected
by Class Action Settlements and You May Be Entitled to a Benefit**

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[PulteGroup Adds Three New Directors in Settlement with Elliott Management](#)

Jul 21 2016 | 9:48pm ET

Homebuilder PulteGroup has reportedly inked a settlement with Paul Singer's activist hedge fund Elliott Management that results in the appointment of three new directors to its board.

[Terra Firma Names Géczy as CEO](#)

Jul 21 2016 | 9:11pm ET

London-based private equity firm Terra Firma Capital Partners has named Andrew Géczy as chief executive officer, effective September 2016.

[Blackstone Q2/16 Net Income +2%, AUM +7% On Credit and Real Estate Strength](#)

Jul 21 2016 | 9:23pm ET

Blackstone Group brushed aside Brexit-related impacts to post second-quarter results that were far better than Wall Street's expectations, as the real estate and credit divisions of the world's biggest alternative asset manager outshone other units.

[Quantopian Hires New Head of Trading](#)

Jul 21 2016 | 3:13pm ET

Quantopian, a free online platform where more than 85,000 members from 180 countries can create institutional-quality investment algorithms, announced that it has hired Dragan Skoko as its head of trading.

Incline Investment Management Builds Business Development Team

Jul 21 2016 | 2:56pm ET

Incline Investment Management has announce that the firm has expanded distribution and hired a new business development team in response to demand for non-correlated investment strategies.

FINtech Focus

HedgeSpa: Powerful Predictive Analytics For Hedge Funds

Jul 21 2016 | 8:58pm ET

The immense gains in computing power and the advent of cloud-based services in recent years has resulted in a new generation of companies offering extremely sophisticated predictive analytics platforms to the financial industry for much lower cost than ever before. The team at **HedgeSPA**, led by former BlackRock managing director Bernard Lee, has developed a quantitatively rigorous but highly customizable suite of services that are scalable, immensely powerful, and affordable to key market segments.

Guest Contributor

With ASEAN Sentiment So Poor, Now is the Time to Prepare

Jul 15 2016 | 10:38pm ET

Conventional wisdom holds that markets in the Asia-Pacific region are destined to follow China's economic path, for better or (lately) for worse. However, as explained by **Decker & Co.** founder **Mark Decker** in this contributed article, the poor sentiment about the area is not consistent with what's happening on the ground there. Sentiment will shift and assets will return, he predicts, benefitting those investors who are positioned correctly ahead of time.

From Modern Trader

Is CEO Compensation Rational?

Heading into the final stages of the 2016 election cycle featuring an arch-capitalist as the Republican nominee, **Modern Trader** features editor Garrett Baldwin tackles the daunting subject of CEO pay in the magazine's latest cover story.


Events


Aug 01: NYHFR August Roundtable: Money, Politics and the 2016 Presidential Race


Sep 07 - Sep 08: 22nd Annual Alpha Hedge West Conference


Oct 05 - Oct 06: The Crowdfunding Conference 2016



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Exhibit F

Eric Miller

Subject: FW: Euroyen Class Action Settlement Information

From: STOCKS & COMMODITIES Magazine [<mailto:circ@Traders.com>]

Sent: Tuesday, July 12, 2016 8:35 AM

To: [REDACTED]

Subject: Euroyen Class Action Settlement Information

If You Transacted in **Euroyen-Based Derivatives**
between 1/1/06 - 6/30/11, Then Your Rights Will Be Affected
by Class Action Settlements and You May Be Entitled to a Benefit

For More information
<< Click Here >>
EuroyenSettlement.com

Notice of Class Action Settlements

If you transacted in Euroyen-Based Derivatives¹ between January 1, 2006 through June 30, 2011, inclusive, then your rights will be affected and you may be entitled to a benefit.

The purpose of this Notice is to inform you of your rights in connection with the proposed settlements with Settling Defendants R.P. Martin Holdings Limited and Martin Brokers (UK) Ltd. (collectively, "R.P. Martin"), Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., and Citigroup Global Markets Japan Inc. (collectively, "Citi"), and HSBC Holdings plc and HSBC Bank plc (collectively, "HSBC") in the actions titled Laydon v. Mizuho Bank Ltd. et al., 12-cv-3419 (GBD) (S.D.N.Y.) and Sonterra Capital Master Fund, Ltd. et al. v. UBS AG et al., 15-cv- 5844 (GBD) (S.D.N.Y.). The settlements with R.P. Martin, Citi, and HSBC (collectively, the "Settlements") are not a settlement with any other Defendant and thus are not dispositive of any of Plaintiffs' claims against remaining Defendants.

The Settlements have been proposed in a class action lawsuit concerning the alleged manipulation of the London Interbank Offered Rate for the Japanese Yen ("Yen-LIBOR") and the Tokyo Interbank Offered Rate ("Euroyen TIBOR") from January 1, 2006 through June 30, 2011, inclusive. The Settlements will

provide \$58 million to pay claims from persons who transacted in Euroyen-Based Derivatives from January 1, 2006 through June 30, 2011, inclusive. If you qualify, you may send in a Proof of Claim form to potentially get benefits, or you can exclude yourself from the Settlements, or object to them.

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. Before any money is paid, the Court will hold a Fairness Hearing to decide whether to approve the Settlements.

Who Is Included?

You are a "Settlement Class Member" if you purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives at any time from January 1, 2006 through June 30, 2011, inclusive. Excluded from the Settlement Class are (i) Defendants and any parent, subsidiary, affiliate, or agent of any Defendant; (ii) the Released Parties; and (iii) any Class Member who files a timely and valid request for exclusion.

Contact your brokerage firm to see if you purchased, sold, or held Euroyen-Based into by a U.S. Person, or by a Person from or through a location within the U.S. Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mailed Notice, Plan of Allocation, Proof of Claim and other important documents, at www.EuroyenSettlement.com ("Settlement Website") or by calling toll free 1-866-217-4453.

What Is This Litigation About?

Plaintiffs allege that each Defendant, between January 1, 2006 through June 30, 2011, inclusive, manipulated or aided and abetted the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives. Defendants allegedly did so by using several means of manipulation. For

example, panel banks that made the daily Yen-LIBOR and/or Euroyen TIBOR submissions to the British Bankers' Association and Japanese Bankers Association (collectively, "Contributor Bank Defendants"), such as Citi and HSBC, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor Bank Defendants also requested that other Contributor Bank Defendants make false Yen-LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions.

Plaintiffs further allege that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets (the "Broker Defendants"), such as R.P. Martin, had knowledge of, and provided substantial assistance to, the Contributor Bank Defendants' foregoing alleged manipulations of Euroyen-Based Derivatives in violation of 22(a)(1) of the Commodity Exchange Act, 7 U.S.C. § 25(a)(1). For example, Contributor Bank Defendants used the Broker Defendants to manipulate Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives by disseminating false "Suggested LIBORs," publishing false market rates on broker screens, and publishing false bids and offers into the market.

Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law. Citi, R.P. Martin, and HSBC have consistently and vigorously denied Plaintiffs' allegations.

What Do the Settlements Provide?

Under the Settlements, Citi agreed to pay \$23 million and HSBC agreed to pay \$35 million into a Settlement Fund. If the Court approves the Settlements, potential Settlement Class Members who qualify and send in valid Proof of Claim forms may receive a share of the Settlement Fund after it is reduced by the payment of certain expenses. The Settlement Agreements, available at the

Settlement Website, describe all of the details about the proposed Settlements. The exact amount each qualifying Settlement Class Member will receive from the Settlement Fund cannot be calculated until (1) the Court approves the Settlements; (2) certain amounts identified in the full Settlement Agreements are deducted from the Settlement Fund; and (3) the number of participating Class Members and the amount of their claims are determined. In addition, each Settlement Class Member's share of the Settlement Fund will vary depending on the information the Settlement Class Member provides on their Proof of Claim form.

The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim form, you could get more money.

R.P. Martin, in order to resolve the claims against them, agreed to provide cooperation (including documents, audio tapes, transaction data, and other cooperation) to Plaintiffs' counsel for the benefit of the Class.

How Do You Ask For a Payment?

If you are a Settlement Class Member, you may seek to participate in the Settlements by submitting a Proof of Claim to the Settlement Administrator no later than January 24, 2017. You may obtain a Proof of Claim on the Settlement Website or by calling the toll-free number referenced above. If you are a Settlement Class Member but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements.

What Are Your Other Options?

All requests to be excluded from the Settlements must be made in accordance

with the instructions set forth in the Settlement Notice and must be postmarked to the Settlement Administrator no later than October 6, 2016. The Settlement Notice, available at the Settlement Website, explains how to exclude yourself or object. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement Agreements and can independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Fund or otherwise participate in the Settlements.

The Court will hold a Fairness Hearing in these cases on November 10, 2016, to consider whether to approve the Settlements and a request by the lawyers representing all Settlement Class Members (Lowey Dannenberg Cohen & Hart, P.C.) for an award of attorneys' fees of no more than one-fourth of the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement, and for reimbursement of their costs and expenses in the amount of no more than approximately \$1,000,000. The lawyers for the Settlement Class may also seek additional reimbursement of fees, costs, and expenses in connection with services provided after the Fairness Hearing. These payments will also be deducted from the Settlement Fund before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to.

For more information, call toll free 1-866-217-4453, visit the website

www.EuroyenSettlement.com.

1. "Euroyen-Based Derivatives" means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange ("CME"); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR and/or Euroyen TIBOR based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

If You Transacted in **Euroyen-Based Derivatives**
between 1/1/06 - 6/30/11, Then Your Rights Will Be Affected
by Class Action Settlements and You May Be Entitled to a Benefit

For More Information
<< Click Here >>
EuroyenSettlement.com

To discontinue future mailings from Technical Analysis, Inc., STOCKS & COMMODITIES magazine and
Traders.com, please [follow this link](#).

Technical Analysis, Inc., 4757 California AVE SW, Seattle, WA 98116, USA



Exhibit G

EUROYEN SETTLEMENT

[Home](#)[Notice](#)[Proof of Claim and Release](#)[Court Documents](#)[Institutional Electronic Filing -
Broker/Nominee Electronic Filing](#)[Plan of Allocation](#)[Frequently Asked Questions](#)[Contact Information](#)[How to Report a Change of
Address](#)

This official website is maintained by the Settlement Administrator retained and supervised by Class Counsel for the Settlement Class Members in the actions entitled, Laydon v. Mizuho Bank Ltd. et al., 12-cv-3419 (GBD) (S.D.N.Y.) and Sonterra Capital Master Fund, Ltd. et al. v. UBS AG et al., 15-cv-5844 (GBD) (S.D.N.Y.), pending in the United States District Court for the Southern District of New York.

The information contained on this web page is only a summary of information presented in more detail in the Notice of Proposed Class Action Settlement, November 10, 2016 Hearing Thereon, And Settlement Class Members' Rights (the "Notice"), which you can access by clicking [here](#). Since this website is just a summary, you should review the Notice and Settlement Agreements for additional details.

Your Legal Rights Could Be Affected Whether You Act Or Do Not Act. Please Read The Notice Carefully.

IF YOU TRANSACTED IN EUROYEN-BASED DERIVATIVES BETWEEN JANUARY 1, 2006 THROUGH JUNE 30, 2011, INCLUSIVE, (THE "CLASS PERIOD"), YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

IMPORTANT DATES AND DEADLINES	
SUBMIT A PROOF OF CLAIM	Postmarked no later than January 24, 2017
EXCLUDE YOURSELF	Postmarked no later than October 6, 2016
OBJECT TO THE SETTLEMENT	Served on Class Counsel and all counsel for the Citi Defendants and HSBC Defendants no later than October 11, 2016 and filed with the Court no later than October 11, 2016
FAIRNESS HEARING	November 10, 2016 at 10:00 a.m.

Any change by the Court of the Plan of Allocation, the time and place of the Final Approval Hearing, or any other matter and all further orders or requirements by the Court will be posted on this website as soon as practicable.

It is important that you refer to this website as no other notice may be published of such changes.

What is this case about?

Plaintiffs allege that each Defendant, between January 1, 2006 through June 30, 2011, inclusive, manipulated or aided and abetted the manipulation of Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives. Defendants allegedly did so by using several means of manipulation. For example, panel banks that made the daily Yen-LIBOR and/or Euroyen TIBOR submissions to the British Bankers' Association and Japanese Bankers Association (the "Contributor Bank Defendants"), such as the Citi Defendants and HSBC Defendants, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor Bank Defendants also requested that other Contributor Bank Defendants make false Yen-LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions.

Plaintiffs further allege that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets (the "Broker Defendants"), such as the R.P. Martin Defendants, had knowledge of, and provided substantial assistance to, the Contributor Bank Defendants' foregoing alleged manipulations of Euroyen-Based Derivatives in violation of 22(a)(1) of the Commodity Exchange Act, 7 U.S.C. § 25(a)(1). For example, Contributor Bank Defendants used the Broker Defendants to manipulate Yen-LIBOR, Euroyen TIBOR, and the prices of Euroyen-Based Derivatives by disseminating false "Suggested LIBORs," publishing false market rates on broker screens, and publishing false bids and offers into the market.

Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeering Influenced and Corrupt Organizations Act, and common law.

The Citi Defendants, HSBC Defendants, and R.P. Martin Defendants have consistently and vigorously denied Plaintiffs' allegations.

What are Euroyen-Based Derivatives?

"Euroyen-Based Derivatives" means (i) a Euroyen TIBOR futures contract on the Chicago Mercantile Exchange ("CME"); (ii) a Euroyen TIBOR futures contract on the Tokyo Financial Exchange, Inc. ("TFX"), Singapore Exchange ("SGX"), or London International Financial Futures and Options Exchange ("LIFFE") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (iii) a Japanese Yen currency futures contract on the CME; (iv) a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (v) an option on a Yen-LIBOR and/or Euroyen TIBOR based interest rate swap ("swaption") entered into by a U.S. Person, or by a Person from or through a location within the U.S.; (vi) a Japanese Yen currency forward agreement entered

into by a U.S. Person, or by a Person from or through a location within the U.S.; and/or (vii) a Yen-LIBOR and/or Euroyen TIBOR based forward rate agreement entered into by a U.S. Person, or by a Person from or through a location within the U.S.

The Settlement Benefits

A. Settlements with the Citi Defendants and HSBC Defendants

On behalf of the Settlement Class, Plaintiffs entered into the Citi Settlement Agreement with the Citi Defendants on August 11, 2015. On behalf of the Settlement Class, Plaintiffs entered into the HSBC Settlement Agreement with the HSBC Defendants on June 16, 2016. The following description of the proposed settlements is only a summary. This description and this Notice are qualified in their entirety by the Citi Settlement Agreement and HSBC Settlement Agreement which are available by clicking the "Court Documents" link on the left.

1. The Citi Defendants' and HSBC Defendants' Payments for the Benefit of the Settlement Class

a. No Right to Reversion

The Citi Settlement Agreement and HSBC Settlement Agreement do not provide the Citi Defendants or HSBC Defendants with a right of reversion. That is, no matter how many Settlement Class Members ultimately fail to file a Proof of Claim or opt-out, if the Citi Settlement and HSBC Settlement are finally approved by the Court, none of the Citi Settlement monies or HSBC Settlement monies will revert to Citi Defendants or HSBC Defendants.

b. The Citi and HSBC Defendants' Potential Right To Termination

Sections 21 and 23 of the Citi Settlement Agreement describe the Citi Defendants' right to terminate if certain conditions anticipated by the parties are not satisfied. With respect to each such condition, the Citi Defendants have the right (as qualified in the Citi Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, a termination notice if the condition is not satisfied.

Sections 21 and 23 of the HSBC Settlement Agreement describe the HSBC Defendants' right to terminate if certain conditions anticipated by the parties are not satisfied. With respect to each such condition, the HSBC Defendants have the right (as qualified in the HSBC Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, a termination notice if the condition is not satisfied.

c. Proposed Plan of Allocation

The Proposed Plan of Allocation is available for review under the "Plan of Allocation" link on the left. The daily artificiality matrix, as described in the Proposed Plan of Allocation, will be posted on or before thirty days prior to the opt-out deadline. Changes, if any, to the daily artificiality matrix based on newly available data or information will be promptly posted.

B. Settlement with the R.P. Martin Defendants

On behalf of the Class, Plaintiffs entered into the R.P. Martin Settlement Agreement with the R.P. Martin Defendants on December 3, 2014. The following description of the proposed settlement is only a summary. This description and this entire Notice are qualified in their entirety by the R.P. Martin Settlement Agreement which is available by clicking the "Court Documents" link on the left.

1. The Consideration Provided by the R.P. Martin Defendants for the Benefit of the Class

Pursuant to the terms of the R.P. Martin Settlement Agreement, the R.P. Martin Defendants have agreed to provide the following cooperation to Plaintiffs' Counsel for the benefit of the Class.

The R.P. Martin Defendants agreed to provide a full account of all known facts relating to the allegations set forth in the Actions and to produce the following: (i) all audio tapes of voice brokerage communications; (ii) all transaction data reflecting trades of Euroyen-Based Derivatives; (iii) all documents relied on and/or created in connection with internal investigations performed by or at the request of the R.P. Martin Defendants; and (iv) all transcripts, notes, compilations, or recordings of any interviews or depositions of former and/or current R.P. Martin employees. The R.P. Martin Defendants also agreed to make any individual within their control that is knowledgeable about the alleged manipulation available for interview with Plaintiffs' Counsel.

The R.P. Martin Settlement Agreement does not settle or compromise any claims other than those set out therein. All rights of the Plaintiffs or any Settlement Class Member against any other person or entity other than the parties released in the R.P. Martin Settlement Agreement are specifically reserved by the Plaintiffs and the Members of the Class.

The Rights of Class Members

If you are a member of the Class, you have the following options:

Submit a Proof of Claim

As a Settlement Class Member, you may be entitled to share in the Net Settlement Fund if you submit a valid and timely Proof of Claim demonstrating that you are an Authorized Claimant as set forth in the Citi Settlement Agreement and the HSBC Settlement Agreement. Proofs of Claim must be postmarked to the Settlement Administrator (see address in VIII below) no later than January 24, 2017. A copy of the Proof of Claim can be found [here](#).

An important aspect of the Settlement is that the Defendants are not entitled to any reversion. Thus, shares of Settlement Class Members who fail to file a Proof of Claim will be redistributed to Settlement Class Members who do file Proofs of Claim and who do qualify for payment as described in the Plan of Allocation. Settlement Class Members are encouraged to file Proofs of Claim.

Exclude yourself from the Settlement

To exclude yourself from the Settlement Class for the Settlement Agreements, you must submit a written request that clearly states: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (iii) the name of the Actions ("Laydon v. Mizuho Bank, Ltd., et al., No. 12-cv-3419 (GBD) (S.D.N.Y.) and Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al., No. 15-cv-5844 (GBD) (S.D.N.Y.)"); (iv) a statement certifying such person is a Settlement Class Member; and (v) a statement that "I/we hereby request that I/we be excluded from the Settlement Class in Laydon v. Mizuho Bank, Ltd., et al., No. 12-cv-3419 (GBD) (S.D.N.Y.) and Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al., No. 15-cv-5844 (GBD)

(S.D.N.Y.).” All written requests must be signed by the Settlement Class Member (or his, her or its Legally Authorized Representative) and notarized, even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by First-Class mail (preferably certified mail) to the Settlement Administrator (see address below). Requests for exclusion must be postmarked no later than **October 6, 2016**.

If you exclude yourself from the Settlement Class for the Settlement Agreements, you will not be bound by the Settlement Agreements and can independently pursue claims you may have against the Citi Defendants, HSBC Defendants, and/or the R.P. Martin Defendants at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlement Agreements, you will not be eligible to share in the Net Settlement Fund.

Object to the Settlement

Any objections to the proposed Settlements, Plan of Allocation, the application for attorneys’ fees and reimbursement of expenses or any other matter must be served on Class Counsel and all Counsel for the Citi Defendants and HSBC Defendants in accordance with the instructions set forth in the Notice **no later than October 11, 2016** and also must be filed with the Court **no later than October 11, 2016**.

The Court’s Settlement Hearing

The Court has scheduled a Final Approval Hearing for **November 10, 2016**, at **10:00 a.m.** to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11A. At the Final Approval Hearing, the Court will determine, among other things, if the proposed Settlements are fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, and Plaintiffs’ Incentive Award.

The time and date of the Final Approval Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend; as soon as practicable after any change in the scheduled date and time, such change will be posted to this website.

Further Information:

The information provided on this website and in the Notice summarizes the proposed Settlements. For more details regarding the Settlements, please reference the Settlement Agreements, and other important documents filed in the case under the “Court Documents” link on the left. You may also contact the Settlement Administrator or Class Counsel for further information regarding the Settlements:

Settlement Administrator:

Euroyen Settlement

c/o A.B. Data, Ltd.

PO Box 170500

Milwaukee, WI 53217

866-217-4453

info@euroyensettlement.com

Lead Counsel:

Vincent Briganti

Geoffrey M. Horn

Lowey Dannenberg Cohen & Hart, P.C.

1 North Broadway, Suite 509

White Plains, NY 10601-2310

Commodities Brokers and other Nominees: Please visit the Institutional E-Filing page of this website

If you have questions, you may call the Euroyen Settlement Help Line at

866-217-4453, or email info@euroyensettlement.com.



You will need Adobe Reader to view documents on this site. You can learn more about Adobe Reader and download the latest version by clicking [here](#).