

v. *UBS AG*, No. 15-cv-5844, ECF No. 383-2 (S.D.N.Y. Nov. 30, 2017). KCC has been separately retained to effect mailing of the Notice of Proposed Class Action Settlement, July 12, 2018 Fairness Hearing Thereon, and Class Members' Rights (the "BTMU and MUTB Settlement Notice") to the same certain members of the Settlement Class in connection with the proposed settlement with The Bank of Tokyo-Mitsubishi UFJ, Ltd. (now known as MUFG Bank, Ltd.) ("BTMU") and Mitsubishi UFJ Trust and Banking Corporation ("MUTB"), as described more fully below.

MAILING OF BTMU AND MUTB SETTLEMENT NOTICE

3. On October 13, 2017, the JPMorgan Defendants' counsel provided KCC with a list of 3,114 unique names and addresses of identified potential Settlement Class members.²

4. On or before April 11, 2018, pursuant to the March 8, 2018 Order Preliminarily Approving Proposed Settlement with The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Mitsubishi UFJ Trust and Banking Corporation, Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class, KCC mailed copies of the BTMU and MUTB Settlement Notice by first-class mail to each of the 3,114 potential Settlement Class members. A sample of the BTMU and MUTB Settlement Notice is attached hereto as Exhibit A.

² I understand that such potential class members may be domiciled outside of the United States and the JPMorgan Defendants, therefore, preferred not to provide their names and addresses to the Settlement Administrator.

5. As a result of the efforts described above, as of June 27, 2018, KCC has mailed a total of 3,116 BTMU and MUTB Settlement Notices.³

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

Executed this 27th day of June, 2018.


Markham Sherwood

³ This figure includes two (2) Notices that were initially returned by the United States Postal Service, but re-mailed based on an updated address provided by the Postal Service or through address searches performed by KCC.

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 SETTLEMENT, JULY 12, 2018 FAIRNESS HEARING
THEREON, AND CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS AND ENTITIES WHO TRANSACTED IN EUROYEN-BASED DERIVATIVES FROM 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 SETTLEMENT, 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 members of the Settlement Class 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 Section 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 settlement 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 a proposed settlement 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 (the "Class Period").

The Settling Defendants in the Actions are The Bank of Tokyo-Mitsubishi UFJ, Ltd. ("BTMU") and Mitsubishi UFJ Trust and Banking Corporation ("MUTB"). BTMU and MUTB have denied and continue to deny Plaintiffs' claims.

Plaintiffs entered into a settlement agreement with BTMU and MUTB on January 23, 2018 (the "Settlement Agreement").³ The settlement contained in the Settlement Agreement is referred to as the "Settlement," and is addressed by this Notice for efficiency and convenience.

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").

³ The Settlement Agreement is not a settlement with any other Defendant and thus is not dispositive of any of Plaintiffs' claims against the remaining Defendants.

BTMU and MUTB, in order to resolve the claims against them, agreed to pay \$50,000,000 into the Escrow Account within ten Business Days after entry of the Preliminary Approval Order.⁴ The foregoing payment, plus all interest earned thereon, constitutes the Settlement Fund.

Fairness Hearing and Right to Object. The Court has scheduled a public hearing on final approval for July 12, 2018 (“Fairness Hearing”). The purpose of the Fairness Hearing is to determine, among other things, whether the Settlement, 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 Settlement, the Plan of Allocation, Class Counsel’s request for attorneys’ fees and expenses, or any other matters. *See* Section 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 June 12, 2018 or they will not be considered. *See* Section III.B below.

Only Members of the Settlement Class Who Previously Submitted a Valid Proof of Claim and Release or Who Do So in Response to this Notice Will Be Eligible to Participate in the Net Settlement Fund. Assuming final approval by the Court, the 30 million dollars (\$30,000,000), plus interest, in Settlement obtained from BTMU and MUTB will, net of such attorneys’ fees, costs, fees, taxes, and other deductions as are approved by the Court, be distributed to the members of the Settlement Class who properly complete and timely return a valid Proof of Claim and Release form, and are entitled to distribution under the Plan of Allocation. **IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE CLASS NOTICE DATED JUNE 22, 2016 OR THE CLASS NOTICE DATED AUGUST 3, 2017, AMENDED SEPTEMBER 14, 2017, YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THESE SETTLEMENTS WITH BTMU AND MUTB.** If you did not submit a Proof of Claim and Release pursuant to the June 22, 2016 Notice (the “2016 Notice”) related to the \$58 million settlements with 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”) or pursuant to the August 3, 2017 Notice, amended September 14, 2017 (the “2017 Notice”) related to the \$148 million settlements with Defendants Deutsche Bank AG and DB Group Services (UK) Ltd. (collectively, “Deutsche Bank”) and JPMorgan Chase & Co., JPMorgan Chase Bank, National Association, and J.P. Morgan Securities plc (collectively, “JPMorgan”), you must act to submit a timely Proof of Claim and Release in order to be eligible to receive any portion of the Net Settlement Fund. Any member of the Settlement Class who previously submitted a Proof of Claim and Release in connection with the 2016 Notice or 2017 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto, unless such member submits a timely and valid request for exclusion as explained below.

Right to Exclude Yourself from the Settlement Class for the Settlement. The Court will exclude you from the Settlement Class if you make a written request for exclusion from the Settlement that is postmarked to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth in Section VIII no later than June 7, 2018. *See* Section III.C. **To be valid, the request for exclusion must comply with the requirements set forth in the Court’s order dated March 8, 2018 and summarized in Section III.C below.** 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, from 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 BTMU and MUTB, allegedly falsely reported their cost of borrowing in order to financially benefit their Euroyen-Based Derivatives positions. Contributor Bank Defendants also allegedly requested that other Contributor Bank Defendants make false Yen LIBOR and Euroyen TIBOR submissions on their behalf to benefit their Euroyen-Based Derivatives positions and used inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, 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 (“CEA”), the Racketeering Influenced and Corrupt Organizations (“RICO”) Act, and common law.

BTMU and MUTB have consistently and vigorously denied Plaintiffs’ allegations. BTMU and MUTB entered into a Settlement Agreement with Plaintiffs, despite each believing that it is not liable for the claims asserted against it, to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, thereby putting this controversy to rest and avoiding the risks inherent in complex litigation.

⁴ Capitalized terms, not otherwise defined herein, shall have the same meanings assigned to them in the Settlement Agreement, as applicable.

B. Procedural History of the Actions

On April 30, 2012, Plaintiff Jeffrey Laydon (“Laydon”) filed a class action complaint against BTMU, MUTB and other defendants. ECF No. 1.⁵ Thereafter, on December 3, 2012, Laydon filed a corrected first amended class action complaint adding certain bank defendants. ECF No. 124. Laydon filed a second amended class action complaint on April 15, 2013. ECF No. 150. Defendants filed their motions to dismiss and thirteen separate memoranda of law on June 14, 2013. ECF Nos. 204, 205-206, 208-14, 217-218, 220-221. 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 Nos. 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’ motions to dismiss. On March 28, 2014, the Court granted in part and denied in part Defendants’ motions to dismiss Laydon’s second amended complaint. ECF No. 270. Defendants moved for reconsideration of their motions 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 RICO Act and claims for breach of the implied covenant 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’s 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’s 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 (2d Cir.). On May 23, 2016, Defendants filed their opposition to CalSTRS’s 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. These latter ten 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”) 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 Laydon’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. Magistrate 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 Japan, among other countries. 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. On April 29, 2016, Magistrate Judge Pitman denied certain Defendants’ motion for an order sustaining their discovery objections under the foreign data privacy and bank secrecy laws of the United Kingdom. ECF No. 596.

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 May 16, 2016, Defendants moved to partially dismiss the TAC. ECF No. 621. Laydon filed his opposition memorandum on July 18, 2016. ECF No. 663. On October 25, 2016, the Court held oral argument on Defendants’ motion to partially dismiss the TAC. ECF No. 675. On March 10, 2017, the Court granted certain Defendants’ motion to partially dismiss the TAC, dismissing Laydon’s CEA claims for the period of January 1, 2011 to June 30, 2011. ECF No. 749.

Defendants ICAP Europe Limited, Tullett Prebon plc, and Lloyds Banking Group plc filed motions to dismiss Laydon’s TAC for lack of personal jurisdiction pursuant to FED. R. CIV. P. 12(b)(2) on May 16, 2016. ECF Nos. 610, 614, 618. Laydon filed his opposition on July 18, 2016. ECF Nos. 664-665. The three Defendants filed their reply on August 16, 2016. ECF Nos. 668, 670-671. On October 25, 2016, the Court held oral argument on the three Defendants’ motions to dismiss. ECF No. 675. On March 10, 2017, the Court granted the three Defendants’ motions to dismiss for lack of personal jurisdiction. ECF No. 750.

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)(1), 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’ motions to dismiss. ECF Nos. 209-211. Defendants filed their memoranda of law in reply on April 22, 2016. *Id.*, ECF Nos. 229, 231-236. On May 5, 2016, the Court held oral argument on Defendants’ motions to dismiss the Sonterra Action. On March 10, 2017, the Court granted Defendants Barclays Bank plc, Barclays Capital Inc., Barclays plc, Bank of America Corporation, Bank of America, N.A., The Bank of Tokyo-Mitsubishi UFJ, Ltd., Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.), ICAP Europe Ltd., ICAP plc, Lloyds Bank plc, Lloyds Banking Group plc, Mitsubishi UFJ Trust and Banking Corporation, Mizuho Bank, Ltd., Mizuho Corporate Bank Ltd., Mizuho Trust and Banking Co., Ltd., The Royal Bank of Scotland Group plc, The Royal Bank of Scotland plc, RBS Securities Inc., RBS Securities Japan Limited, Resona Bank, Ltd., Shinkin Central Bank, Societe Generale S.A., Sumitomo Mitsui Banking Corporation, Sumitomo Mitsui Trust Bank Limited (f/k/a The Sumitomo Trust & Banking Co. Ltd.), The Bank of Yokohama, Ltd., The Norinchukin Bank, The Shoko Chukin Bank, Ltd., Tullett Prebon plc, UBS AG, and UBS Securities Japan Co., Ltd.’s motions to dismiss the Amended Complaint on the ground that the plaintiffs lacked Article III standing. *Id.*, ECF No. 314. On April 3, 2017, Sonterra, Hayman, and CalSTRS filed a timely notice of appeal from the Court’s decision in the Sonterra Action. *Id.*, ECF No. 317. On May 22, 2017, Sonterra, Hayman, and CalSTRS on consent of Deutsche Bank and JPMorgan, filed a motion for an indicative ruling that the Court would amend the March 10, 2017 judgment to exclude Deutsche Bank and JPMorgan and consider approval of their proposed settlements if the Second Circuit remanded the case back to the Court. *Id.*, ECF No. 322-23. On May 24, 2017, the Court issued an order indicating that it would amend the March 10, 2017 judgment to exclude Deutsche Bank and JPMorgan in order to consider approval of their settlements. *Id.*, ECF No. 324. Upon Sonterra, Hayman, and CalSTRS’ motion, the Court of Appeals for the Second Circuit stayed the appeal of the Court’s decision in the Sonterra Action and remanded the case for proceedings consistent with the Court’s indicative ruling. *See Sonterra Capital Master Fund Ltd. v. UBS AG*, 17-944 (2d Cir.)

Plaintiffs reached settlements with R.P. Martin on December 3, 2014, Citi on August 11, 2015, and HSBC on June 16, 2016 for a total of \$58 million. Following notice of these settlements, the Court held a fairness hearing on November 10, 2016 and granted final approval of the R.P. Martin, Citi, and HSBC settlements on that same date. ECF No. 720. On November 10, 2016, R.P. Martin, Citi, and HSBC were dismissed from the Actions, with prejudice. ECF No. 721.

Plaintiffs reached settlements with Deutsche Bank AG and JPMorgan on July 21, 2017 for a total of \$148 million. Following the notices of these settlements, the Court held a fairness hearing on December 7, 2017 and granted final approval of the Deutsche Bank and JPMorgan settlements on that same date. ECF No. 838; Sonterra Action, ECF No. 389. On December 7, 2017, Deutsche Bank and JPMorgan were dismissed from the Actions, with prejudice. ECF No. 839; Sonterra Action, ECF No. 390.

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.

C. The Definition of the Settlement Class

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

All Persons who purchased, sold, held, traded, or otherwise had any interest in any Euroyen-Based Derivatives during the period from January 1, 2006 through June 30, 2011 (“Class Period”). Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate, or agent of any Defendant or any co-conspirator whether or not named as a defendant, and the United States Government.

Notwithstanding the sentence above that “[e]xcluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate, or agent of any Defendant or any co-conspirator whether or not named as a defendant, and the United States Government,” and solely for purposes of the Settlements and the Settlement Class, Investment Vehicles shall not be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) BTMU or MUTB either directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest held by BTMU or MUTB in the Investment Vehicle is excluded from the Settlement Class.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement with BTMU and MUTB

On behalf of the Settlement Class, Plaintiffs entered into the Settlement Agreement on January 23, 2018. The following description of the proposed Settlements is only a summary. This description and this Notice are qualified in their entirety by the Settlement Agreement which is 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. BTMU and MUTB’s Payment for the Benefit of the Settlement Class

a. No Right to Reversion

The Settlement Agreement does not provide BTMU or MUTB with a right of reversion. That is, no matter how many members of the Settlement Class fail to file a Proof of Claim and Release or choose to opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to BTMU or MUTB.

b. BTMU and MUTB’s Potential Right To Termination

Sections 21 and 23 of the Settlement Agreement describe BTMU and MUTB’s right to terminate if certain events occur. With respect to each such event, BTMU and MUTB have the right (as qualified in the Settlement Agreement), but not the obligation, to determine to exercise, in its sole discretion, its right to terminate if the event occurs.

c. Plan of Allocation

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

IF YOU HAVE NOT VALIDLY 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 AND RELEASE.

In exchange for BTMU and MUTB’s payment, members of the Settlement Class will release their claims against the Released Parties as defined in the 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, derivative, 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 Actions or which could have been alleged in the Actions against the Released Parties concerning any Euroyen-Based Derivatives or any similar financial instruments priced, benchmarked, or settled to Yen LIBOR or Euroyen TIBOR purchased, sold, and/or 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 other statute, regulation, or common law, 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, regulation, or common law). The following claims shall not be released by these Settlements: (i) any claims against former BTMU or MUTB employees arising solely from those former employees' conduct that occurred while not employed by BTMU or MUTB; (ii) any claims against the named Defendants in these Actions other than BTMU or MUTB; (iii) any claims against inter-dealer brokers or their employees or agents when and solely to the extent they were engaged as employees or agents of the other Defendants or of inter-dealer brokers; or (iv) any claims against any Defendant who may be subsequently added in these Actions, other than any Released Party. For the avoidance of doubt, Released Claims does not include claims arising under foreign law based solely on transactions executed entirely outside the United States by Settling Class Members domiciled outside the United States.

(B) Although the foregoing release is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Actions), 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 the Settlement Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making the Settlement Agreement, the Parties assume the risk of any mistake of fact or law, and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

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

III. YOUR OPTIONS

A. Proof of Claim and Release for the Settlement Agreement

IF YOU TIMELY SUBMITTED A VALID PROOF OF CLAIM AND RELEASE PURSUANT TO THE 2016 NOTICE OR 2017 NOTICE, YOU DO NOT HAVE TO SUBMIT A NEW PROOF OF CLAIM AND RELEASE TO PARTICIPATE IN THIS SETTLEMENT WITH BTMU AND MUTB. If you did not submit a timely proof of claim and release pursuant to the 2016 Notice or 2017 Notice, then, in order to participate in and receive your share of the Net Settlement Fund, you must submit a valid and timely Proof of Claim and Release demonstrating that you are an Authorized Claimant as set forth in the Settlement Agreement. Proofs of Claim and Release must be postmarked to the Settlement Administrator (*see* address in Section VIII below) no later than September 25, 2018. A copy of the Proof of Claim and Release is attached hereto. You may also obtain a Proof of Claim and Release on the Settlement Website at www.EuroyenSettlement.com.

Any member of the Settlement Class who previously submitted a proof of claim and release in connection with the 2016 Notice or 2017 Notice will be subject to and bound by the releases reflected in the Proof of Claim and Release form attached hereto. Any member of the Settlement Class who did not submit a proof of claim and release pursuant to the 2016 Notice or 2017 Notice, and who fails to submit a Proof of Claim and Release by the dates in the manner specified, will be barred from receiving any payment from the Net Settlement Fund (unless, by Order of the Court, an untimely Proof of Claim and Release submitted by such member of the Settlement Class is approved), but will in all other respects be bound by the terms of the Settlement Agreement and by the Final Judgment entered on the Class' claims.

B. Object to the Settlement

Any member of the Settlement Class may appear at the Fairness 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 the proposed Settlement 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 Agreement, 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 June 12, 2018, 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 counsel of record for BTMU and MUTB) 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 member of the Settlement Class wishes to bring to the Court's attention and all evidence the objecting member of the Settlement Class 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 names and case numbers; (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 Fairness 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 Fairness Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Fairness Hearing; and documentary proof of the objecting person's membership in the Settlement Class; (v) a description of the Euroyen-Based Derivatives transactions entered into by the member of the Settlement Class that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, and the notional amount of the transaction); and (vi) 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. Persons who have timely submitted a valid request for exclusion are not members of the Settlement Class and are not entitled to object. All written objections must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative), even if the member of the Settlement Class is represented by counsel.

Vincent Briganti Lowey Dannenberg, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601-2310	Daryl A. Libow Christopher M. Viapiano SULLIVAN & CROMWELL LLP 1700 New York, Avenue, N.W., Suite 700 Washington, D.C. 20006
<i>Class Counsel</i>	<i>Counsel for BTMU and MUTB</i>

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

To exclude yourself from the Settlement Class for the Settlement Agreement, you must submit a written request that clearly states: (i) the name, address, and telephone number of the member of the Settlement Class; (ii) a list of all trade names or business names that the member of the Settlement Class 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 member of the Settlement Class; (v) a description of the Euroyen-Based Derivatives transactions entered into by the member of the Settlement Class that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, and the notional amount of the transaction); and (vi) 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.)"; and (vii) a statement specifying that such person is requesting exclusion from the Settlement Class as it relates to the BTMU and MUTB Settlement. All written requests must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative) and notarized, even if the member of the Settlement Class is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreement must be sent by U.S. first class mail (preferably certified mail) (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator (*see* address in Section VIII). Requests for exclusion must be postmarked no later than June 7, 2018.

If you exclude yourself from the Settlement Class for the Settlement Agreement, you will not be bound by the Settlement Agreement and can independently pursue claims you may have against BTMU and MUTB 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 Agreement, you will not be eligible to share in the Net Settlement Fund. In addition, if you exclude yourself from the Settlement Class, you will not be entitled to object to the Settlement or to appear at the Fairness Hearing.

IV. PROOF OF CLAIM AND RELEASE

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

V. ATTORNEYS' FEES AND COSTS

Members of the Settlement Class 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 5 years, Class Counsel will ask the Court for an award of attorneys' fees in the amount of no more than twenty-three percent (23%) of the Settlement Fund, as a common fund, and for replenishment of the litigation fund created to reimburse their costs and expenses in the amount of up to \$500,000, all to be deducted from the Settlement Fund. Additionally, Class Counsel may apply at the time of any application for distribution to qualifying members of the Settlement Class, 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 Settlement Agreement after the date of the Fairness Hearing.

VI. FAIRNESS HEARING AND RIGHT TO OBJECT

The Court has scheduled a Fairness Hearing for July 12, 2018 at 10:00 A.M. to be held at the United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 11A. At the Fairness Hearing, the Court will determine, among other things, if the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of litigation expenses.

The time and date of the Fairness 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 member of the Settlement Class, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlement 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—see Section III.B above. This written statement must be received by the Court (at the address provided above) no later than June 12, 2018 or it will not be considered. Such materials must also be served on Class Counsel and counsel of record for BTMU and MUTB at the addresses set forth in Section III.B. by overnight 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 Section 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 and Release 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 10007-1312. 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 Section III.B.

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

Dated: March 8, 2018

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 member of the Settlement Class as defined below, then in order to be entitled to a distribution, you must complete, sign, and mail this Proof of Claim and Release and necessary supporting documentation to the Settlement Administrator at the following address, postmarked no later than **September 25, 2018**:

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 who purchased, sold, held, traded, or otherwise had any interest in Euroyen-Based Derivatives¹ during the period from January 1, 2006 through June 30, 2011, inclusive (the “Class Period”). Excluded from the Settlement Class are the Defendants (as defined in the Settlement Agreement²) and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a defendant, and the United States Government.

Notwithstanding the exclusions contained in the immediately preceding sentence, and solely for purposes of the Settlement and the Settlement Class,

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 The “Settlement Agreement” means the Settlement Agreement with The Bank of Tokyo-Mitsubishi, UFJ, Ltd. (“BTMU”) and Mitsubishi UFJ Trust and Banking Corporation (“MUTB”) entered into on January 23, 2018.

Investment Vehicles shall not be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) BTMU or MUTB either directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest held by BTMU or MUTB in the Investment Vehicle is excluded from the Settlement Class.

If you are a member of the Settlement Class 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 Release 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 and Release does not assure that you will share in any of the proceeds of the Net Settlement Fund. If you timely submitted a Proof of Claim and Release pursuant to the class notice dated June 22, 2016 related to the \$58 million settlements with Defendants R.P. Martin Holdings Limited, Martin Brokers (UK) Ltd., Citigroup Inc., Citibank, N.A., Citibank Japan Ltd., Citigroup Global Markets Japan Inc., HSBC Holdings plc, and HSBC Bank plc or pursuant to the August 3, 2017 Notice, amended September 14, 2017 (the “2017 Notice”) related to the \$148 million settlements with Defendants Deutsche Bank AG, DB Group Services (UK) Ltd., JPMorgan Chase & Co., JPMorgan Chase Bank, National Association, and J.P. Morgan Securities plc, you do not have to submit a new Proof of Claim and Release to participate in the Settlement with BTMU and MUTB.

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 member of the Settlement Class and fail to submit a valid and timely Proof of Claim and Release 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 and Release and will be a Releasing Party as defined in the Settlement Agreement.

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS PROOF OF CLAIM AND RELEASE, WRITE TO, CALL, OR GO ONLINE AT:

Euroyen Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217
1-866-217-4453
www.EuroyenSettlement.com

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

ABDCA54073

Euroyen Settlement

PROOF OF CLAIM AND RELEASE

Please print or type

**MUST BE POSTMARKED OR
RECEIVED NO LATER THAN
SEPTEMBER 25, 2018**

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 and Release, attach an additional page to the end of the claim form. Do not submit multiple Proofs of Claim and Release.

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 the 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,³ or traded such futures from or through a location within the U.S. at the time of the transaction.

³ “U.S. Person” means a citizen, resident, or domiciliary of the United States or its territories; a corporation, including a limited liability company, either incorporated or headquartered in the United States or its territories; a partnership created or resident in the United States or its territories; any other Person or entity created and/or formed under the laws of the United States, including any state or territory thereof; or any other Person or entity residing or domiciled in the United States or its territories.

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 the 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)

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	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:

Date of Transaction	Transaction Type (Buy, Sell, Cancel)	Name of Counterparty	Notional Amount (Expressed in Yen)	Fixed and Floating Rate Terms	First Reset Date	Frequency of Resets	Are you the payer or receiver of the fixed rate?	Currency paid or received
/ /								
/ /								
/ /								

For each reset payment made or received 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	Did you pay or receive interest on this day? (P or R)	Name of Counterparty	Notional Amount of Underlying Swap (Expressed in Yen)	Fixed and Floating Rate Terms	First Reset Date	Frequency of Resets	Currency Paid or Received	Amount Paid or Received
/ /								
/ /								
/ /								

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)	Notional 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	Notional 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 and Release.

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 and Release, 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 and Release above and that all information supplied in connection with this Proof of Claim and Release 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 Release 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 and Release 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 Actions, including the Final Order and Judgment. You may obtain a copy of the Settlement Agreement 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 Settlement Agreement in order to receive the appropriate share, if any, of the BTMU and MUTB 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 and Release constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties as set forth in the Settlement Agreement and at the end of this Proof of Claim and Release.

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 and Release, are true, correct and complete, and that I agree to the Release and Covenant Not to Sue as set forth in the Settlement Agreement. 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 and Release 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.).