

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

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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

No. 12-cv-3419 (GBD)

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

No. 15-cv-5844 (GBD)

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**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 Derivatives<sup>1</sup> 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").

Plaintiffs<sup>2</sup> 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").<sup>3</sup> The settlement contained in the Settlement Agreement is referred to as the "Settlement," and is addressed by this Notice for efficiency

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<sup>1</sup> "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.

<sup>2</sup> 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").

<sup>3</sup> 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.

and convenience.

BTMU and MUTB, in order to resolve the claims against them, agreed to pay \$30,000,000 into the Escrow Account within ten Business Days after entry of the Preliminary Approval Order.<sup>4</sup> 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.

<sup>4</sup> 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.<sup>5</sup> 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

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

under the foreign data privacy and bank secrecy laws of the United Kingdom. ECF No. 596.

On July 24, 2015, Sonterra Capital Master Fund, Ltd. (“Sonterra”) and Hayman Capital Management, L.P. on behalf of the investment funds it advises,<sup>6</sup> 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.

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<sup>6</sup> 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](http://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](http://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](http://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.

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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](http://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.

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

#### **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](http://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

**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](http://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](http://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