

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Alaska Electrical Pension Fund, et al.,

Plaintiffs,

- against -

Bank of America Corporation, et al.,

Defendants.

14-CV-7126 (JMF)

ECF CASE

**DECLARATION OF
MICHAEL T. LEE
REGARDING MAILING OF
THE SETTLEMENT NOTICE
AND PROOF OF CLAIM
FORMS**

I, Michael T. Lee, declare and state as follows:

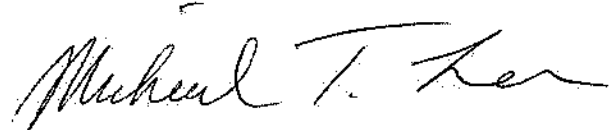
1. I am Assistant General Counsel at JPMorgan Chase Bank, N.A. (“JPMorgan”). I understand that pursuant to paragraphs 5 and 8 of the Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, dated October 24, 2017 in the above-captioned action [ECF No. 521], JPMorgan or its agent was required to send, by January 29, 2018, Mail Notices and Claim Forms to potential class members whose disclosure to plaintiffs was not clearly permitted by law and/or presented the risk of violating other privacy considerations.

2. On or about January 25, 2018, I caused 38 Mail Notices and Claim Forms to be mailed to potential class members that have been identified through a diligent search of records in the custody of JPMorgan. These mailings were sent to addresses in four countries outside of the United States.

3. As of the date of this declaration, I understand, on information and belief, based on information from JPMorgan’s outside counsel, Davis Polk & Wardwell LLP, that no packets have been returned undeliverable as addressed.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Dated: New York, New York
March 19, 2018

A handwritten signature in cursive script, reading "Michael T. Lee". The signature is written in black ink and is positioned above a horizontal line.

MICHAEL T. LEE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND;
GENESEE COUNTY EMPLOYEES'
RETIREMENT SYSTEM; COUNTY OF
MONTGOMERY, PENNSYLVANIA;
COUNTY OF WASHINGTON,
PENNSYLVANIA; and CITY OF NEW
BRITAIN, CONNECTICUT, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

BANK OF AMERICA CORPORATION;
BARCLAYS BANK PLC; B.N.P. PARIBAS
SA; CITIGROUP INC.; CREDIT SUISSE
AG, NEW YORK BRANCH; DEUTSCHE
BANK AG; THE GOLDMAN SACHS
GROUP, INC.; HSBC BANK PLC; ICAP
CAPITAL MARKETS LLC; JPMORGAN
CHASE & CO.; MORGAN STANLEY & CO.
LLC; NOMURA SECURITIES
INTERNATIONAL, INC.; ROYAL BANK
OF SCOTLAND PLC; UBS AG; and WELLS
FARGO BANK, N.A.,

Defendants.

Case Nos.: 14-cv-7126 (JMF)
14-cv-7907 (JMF)
14-cv-8342 (JMF)
14-cv-8365 (JMF)
14-cv-8576 (JMF)

Hon. Jesse M. Furman

**DECLARATION OF ABIGAIL DEERING REGARDING
DISTRIBUTION OF THE SETTLEMENT NOTICE AND
PROOF OF CLAIM FORM TO MEXICAN-DOMICILED CLASS MEMBERS**

Abigail Deering, declares and states as follows:

1. I am Vice President of Legal Americas at Barclays Bank Mexico, S.A. ("Barclays Mexico"). I respectfully submit this declaration in order to provide the Court with information

regarding the mailing of the Mail Notice of Class Action Settlement (the “Settlement Notice”) and the Claim Form in the above-captioned action (the “Action”). I am over 21 years of age and am not a party to this Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. Counsel for Barclays Bank PLC (“Barclays”) has advised me that pursuant to Paragraph 5 of the Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, dated October 24, 2017 (the “Notice Order”), “the Claims Administrator (Epiq) — or Settling Defendants (and/or their agent), in only those circumstances described in ¶ 8 below . . . shall cause a copy of the Notice and Claim form . . . to be mailed by first-class domestic or international mail, as applicable, to all members of the Settlement Class who can be identified through reasonable effort.”¹

3. Counsel for Barclays has further advised me that pursuant to Paragraph 8 of the Notice Order “[t]o the extent Settling Defendants have identified members of the Settlement Class but the disclosure thereof to Class Counsel is not clearly permitted by law and/or in respect of other privacy considerations, Settling Defendants . . . [may] themselves disseminate the Notice and Claim Form to those members of the Settlement Class.”

4. On or about January 19, 2018, counsel for Barclays provided me with the Court-approved Settlement Notice and Claim Form, along with information about where to find a Spanish language version of the Notice (together, “Notice Packet”) addressed to the potential settlement Class Members. A true and correct copy of that Notice Packet is attached hereto as Exhibit A.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the Notice Order.

5. On February 6, 2018, I caused Notice Packets to be sent to twenty-five Class Members via courier using the contact information for that entity listed in the records of Barclays Mexico.

6. On February 7, 2018, I caused a Notice Packet to be sent to one additional Class Member via courier using the contact information for that entity listed in the records of Barclays Mexico.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed this 20th day of March, 2018 in Mexico City, Mexico.

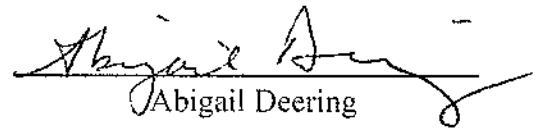

Abigail Deering

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION**

**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, “Settling Defendants”) in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. (“Non-Settling Defendants,” and together with Settling Defendants, “Defendants”).
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel ("Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants' potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs' claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund") to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:

- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as $\text{Transaction Claim Amount} = \text{Transaction Notional Amount} \times \text{Economic Multiplier} \times \text{Litigation Multiplier}$.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.

COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys' fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys' fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel's requests for attorneys' fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM

<p>This Form Must be Electronically Submitted No Later than July 16, 2018.</p>

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y) as a member of the Settlement Class.

2. “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form (“Claim Form”) have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the “Notice”) that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator’s review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically
Submitted No Later than July 16, 2018.

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.

This Form Must be Electronically Submitted No Later than July 16, 2018.

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.11. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner’s First Name MI Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name MI Co-Beneficial Owner’s Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City State ZIP Code/Postal Code (if outside U.S.)

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name MI Last Name

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

This Form Must be Electronically
Submitted No Later than July 16, 2018.

III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;

This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

[Signature box]

Date - -
MM DD YY

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Name box]

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Signature box]

Date - -
MM DD YY

Signature of Authorized Representative Completing Claim Form (if any)

[Name box]

Print name of Authorized Representative Completing Claim Form (if any)

[Capacity box]

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

同封書類はドイツ語、中国語、フランス語、日本語、スペイン語、イタリア語、韓国語、ロシア語、オランダ語、マレー語、トルコ語、およびポーランド語でもご利用いただけます。これらのいずれかの言語で同封書類をご覧になるには、和解に関するウェブサイト(www.ISDAfixAntitrustSettlement.com)にアクセスしていただくか、メールで請求管理者(info@ISDAfixAntitrustSettlement.com)までお問い合わせください。

첨부 문서는 독일어, 중국어, 프랑스어, 일본어, 스페인어, 이탈리아어, 한국어, 러시아어, 네덜란드어, 말레이어, 터키어, 폴란드어로 확인하실 수 있습니다. 첨부 문서의 해당 언어 버전을 확인하려면 합의 웹사이트 www.ISDAfixAntitrustSettlement.com을 방문하거나 이메일 info@ISDAfixAntitrustSettlement.com으로 청구 관리자에게 문의하십시오.

Dokumen yang disertakan boleh didapati dalam bahasa Jerman, Cina, Perancis, Jepun, Sepanyol, Itali, Korea, Rusia, Belanda, Melayu, Turki dan Poland. Bagi melihat dokumen yang disertakan dalam salah satu bahasa ini, sila layari laman web penyelesaian (settlement), www.ISDAfixAntitrustSettlement.com, atau hubungi pihak Pentadbir Tuntutan melalui e-mel di info@ISDAfixAntitrustSettlement.com.

De bijgesloten documenten zijn verkrijgbaar in het Duits, Chinees, Frans, Japans, Spaans, Italiaans, Koreaans, Russisch, Nederlands, Maleis, Turks en Pools. Om de bijvoegde documenten in een van deze talen te bekijken, gaat u naar de schikkingswebsite: www.ISDAfixAntitrustSettlement.com. U kunt ook per e-mail contact opnemen met de claimbeheerder op info@ISDAfixAntitrustSettlement.com.

Załączone dokumenty dostępne są w następujących językach: niemiecki, chiński, francuski, japoński, hiszpański, włoski, koreański, rosyjski, holenderski, malajski, turecki i polski. Aby zobaczyć załączone dokumenty w jednym z tych języków, należy odwiedzić stronę internetową poświęconą ugodom, www.ISDAfixAntitrustSettlement.com lub skontaktować się z Administratorem ds. roszczeń ugodowych pod adresem info@ISDAfixAntitrustSettlement.com.

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

ECF Case

**DECLARATION OF MARC LEUZINGER REGARDING MAILING OF THE SETTLEMENT
NOTICE AND PROOF OF CLAIM FORM TO CERTAIN POTENTIAL MEMBERS OF THE
SETTLEMENT CLASS**

I, Marc Leuzinger, declare and state as follows:

1. I am Senior Vice President and Assistant General Counsel of Citibank (Switzerland) AG. In this role, I worked with outside counsel to provide notice to certain potential Settlement Class members in respect of the Class Action Settlement in the above-captioned case. I am over 21 years of age. I have either personal knowledge of the facts set forth herein or have knowledge of the facts set forth herein based on information and belief.

2. I respectfully submit this declaration in order to provide the Court with information regarding the sending of the Notice of Proposed Class Action Settlement (the "Notice") and the Proof of Claim and Release Form (the "Claim Form") (together, "Notice Packet") in connection with the above-captioned action (the "Action").

3. Counsel for Citigroup Inc. ("Citi") has advised me that the Court's Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution ("Notice Order"), entered in this Action on October 24, 2017, governs notice to be provided to members of the Settlement Class in this Action. Section 5 of the Notice Order

provides for notice “to all members of the Settlement Class who can be identified through reasonable effort.” Counsel for Citi has also advised me that the Court entered an order on January 29, 2018, granting the letter motion for an extension of time for UBS AG and Citi to effect mail notice to February 28, 2018.

4. Counsel for Citi has advised me that Section 8 of the Notice Order provides that “To the extent Settling Defendants have identified members of the Settlement Class but the disclosure thereof to Class Counsel is not clearly permitted by law and/or in respect of other privacy considerations, Settling Defendants shall provide notice as described in the Settlement Agreements and may either engage an agent with experience in providing notice in class actions to disseminate the Notice and Claim Form to those members of the Settlement Class, or themselves disseminate the Notice and Claim Form to those members of the Settlement Class.” Counsel for Citi has advised me that Section 5 of the Notice Order refers to such members of the Settlement Class as those “which require notice by ‘alternate means.’”

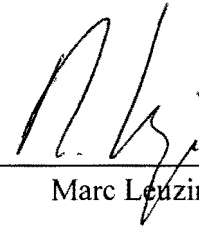
5. Pursuant to Sections 5 and 8 of the Notice Order, and in light of applicable foreign bank secrecy laws, data privacy laws, and/or privacy considerations, Citibank (Switzerland) AG sent settlement notices by mail directly to fourteen (14) potential members of the Settlement Class.

6. On or about February 23, 2018, the Court-approved Notice Packet was addressed to the potential members of the Settlement Class referred to in Paragraph 5 of this Declaration. A version of that Notice Packet is attached hereto as Exhibit A.

7. On or about February 23, 2018, the Notice Packets were mailed to the potential members of the Settlement Class referred to in Paragraph 5 of this Declaration, using the contact information in Citi’s records.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed this 22nd day of March, 2018 in Zurich, Switzerland.

A handwritten signature in black ink, appearing to read 'M. Leuzinger', is written over a horizontal line.

Marc Leuzinger

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION**

**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, “Settling Defendants”) in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. (“Non-Settling Defendants,” and together with Settling Defendants, “Defendants”).
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as "Class Plaintiffs," are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees' Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD "ISDAfix," a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated "reference rates" that were designed to reflect ICAP's estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants' alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel ("Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants' potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs' claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund") to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:

- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as $\text{Transaction Claim Amount} = \text{Transaction Notional Amount} \times \text{Economic Multiplier} \times \text{Litigation Multiplier}$.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.

COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys' fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys' fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel's requests for attorneys' fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM

This Form Must be Electronically
Submitted No Later than **July 16, 2018**.

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form ("Claim Form") have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the "Notice") that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator's review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

**This Form Must be Electronically
Submitted No Later than July 16, 2018.**

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.

This Form Must be Electronically Submitted No Later than **July 16, 2018.**

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.11. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City	State	ZIP Code/Postal Code (if outside U.S.)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell)

 - -

Telephone Number (work)

 - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Telephone Number (home or cell)

 - -

Telephone Number (work)

 - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

<p>This Form Must be Electronically Submitted No Later than July 16, 2018.</p>

III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;

This Form Must be Electronically Submitted No Later than July 16, 2018.

5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;

6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;

7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and

8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

[Signature box]

Date - -
MM DD YY

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Print Name box]

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Signature box]

Date - -
MM DD YY

Signature of Authorized Representative Completing Claim Form (if any)

[Print Name box]

Print name of Authorized Representative Completing Claim Form (if any)

[Capacity box]

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

同封書類はドイツ語、中国語、フランス語、日本語、スペイン語、イタリア語、韓国語、ロシア語、オランダ語、マレー語、トルコ語、およびポーランド語でもご利用いただけます。これらのいずれかの言語で同封書類をご覧になるには、和解に関するウェブサイト(www.ISDAfixAntitrustSettlement.com)にアクセスしていただくか、メールで請求管理者(info@ISDAfixAntitrustSettlement.com)までお問い合わせください。

첨부 문서는 독일어, 중국어, 프랑스어, 일본어, 스페인어, 이탈리아어, 한국어, 러시아어, 네덜란드어, 말레이어, 터키어, 폴란드어로 확인하실 수 있습니다. 첨부 문서의 해당 언어 버전을 확인하려면 합의 웹사이트 www.ISDAfixAntitrustSettlement.com을 방문하거나 이메일 info@ISDAfixAntitrustSettlement.com으로 청구 관리자에게 문의하십시오.

Dokumen yang disertakan boleh didapati dalam bahasa Jerman, Cina, Perancis, Jepun, Sepanyol, Itali, Korea, Rusia, Belanda, Melayu, Turki dan Poland. Bagi melihat dokumen yang disertakan dalam salah satu bahasa ini, sila layari laman web penyelesaian (settlement), www.ISDAfixAntitrustSettlement.com, atau hubungi pihak Pentadbir Tuntutan melalui e-mel di info@ISDAfixAntitrustSettlement.com.

De bijgesloten documenten zijn verkrijgbaar in het Duits, Chinees, Frans, Japans, Spaans, Italiaans, Koreaans, Russisch, Nederlands, Maleis, Turks en Pools. Om de bijvoegde documenten in een van deze talen te bekijken, gaat u naar de schikkingswebsite: www.ISDAfixAntitrustSettlement.com. U kunt ook per e-mail contact opnemen met de claimbeheerder op info@ISDAfixAntitrustSettlement.com.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

ECF Case

**DECLARATION OF AUDREY NG REGARDING MAILING OF THE SETTLEMENT
NOTICE AND PROOF OF CLAIM FORM TO CERTAIN POTENTIAL MEMBERS OF
THE SETTLEMENT CLASS**

I, Audrey Ng, declare and state as follows:

1. I am a Deputy General Counsel of Citibank, N.A., Singapore Branch (“Citibank Singapore”). In this role, I worked with outside counsel to provide notice to certain potential Settlement Class members in respect of the Class Action Settlement in the above-captioned case. I am over 21 years of age. I have either personal knowledge of the facts set forth herein or have knowledge of the facts set forth herein based on information and belief.

2. I respectfully submit this declaration in order to provide the Court with information regarding the sending of the Notice of Proposed Class Action Settlement (the “Notice”) and the Proof of Claim and Release Form (the “Claim Form”) (together, “Notice Packet”) in connection with the above-captioned action (the “Action”).

3. Counsel for Citigroup Inc. (“Citi”) has advised me that the Court’s Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution (“Notice Order”), entered in this Action on October 24, 2017, governs notice to be provided to members of the Settlement Class in this Action. Counsel for Citi has also advised me that the Court entered an



order on January 29, 2018, granting the letter motion for an extension of time for UBS AG and Citi to effect mail notice to February 28, 2018. Section 5 of the Notice Order provides for notice “to all members of the Settlement Class who can be identified through reasonable effort.”

4. Counsel for Citi has advised me that Section 8 of the Notice Order provides that “To the extent Settling Defendants have identified members of the Settlement Class but the disclosure thereof to Class Counsel is not clearly permitted by law and/or in respect of other privacy considerations, Settling Defendants shall provide notice as described in the Settlement Agreements and may either engage an agent with experience in providing notice in class actions to disseminate the Notice and Claim Form to those members of the Settlement Class, or themselves disseminate the Notice and Claim Form to those members of the Settlement Class.” Counsel for Citi has advised me that Section 5 of the Notice Order refers to such members of the Settlement Class as those “which require notice by ‘alternate means.’”

5. Pursuant to Sections 5 and 8 of the Notice Order, and in light of applicable foreign bank secrecy laws, data privacy laws, and/or privacy considerations, Citibank Singapore sent settlement notices by mail directly to two (2) potential members of the Settlement Class.

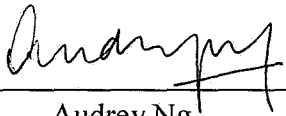
6. On or about February 28, 2018, the Court-approved Notice Packet was addressed to the potential members of the Settlement Class referred to in Paragraph 5 of this Declaration. A version of that Notice Packet is attached hereto as Exhibit A.

7. On or about February 28, 2018, the Notice Packets were mailed to the potential members of the Settlement Class referred to in Paragraph 5 of this Declaration, using the contact information in Citi’s records.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.



Executed this 22nd day of March, 2018 in Singapore.



Audrey Ng

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION**

**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, “Settling Defendants”) in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. (“Non-Settling Defendants,” and together with Settling Defendants, “Defendants”).
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel ("Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants' potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs' claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund") to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:

- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as $\text{Transaction Claim Amount} = \text{Transaction Notional Amount} \times \text{Economic Multiplier} \times \text{Litigation Multiplier}$.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.

COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys' fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys' fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel's requests for attorneys' fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM

This Form Must be Electronically
Submitted No Later than **July 16, 2018.**

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form (“Claim Form”) have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the “Notice”) that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator’s review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically
Submitted No Later than July 16, 2018.

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.

This Form Must be Electronically Submitted No Later than July 16, 2018.

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.11. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner’s First Name MI Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name MI Co-Beneficial Owner’s Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City State ZIP Code/Postal Code (if outside U.S.)

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name MI Last Name

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

This Form Must be Electronically
Submitted No Later than July 16, 2018.

III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;

This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

[Signature box]

Date - -
MM DD YY

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Name box]

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Signature box]

Date - -
MM DD YY

Signature of Authorized Representative Completing Claim Form (if any)

[Name box]

Print name of Authorized Representative Completing Claim Form (if any)

[Capacity box]

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

同封書類はドイツ語、中国語、フランス語、日本語、スペイン語、イタリア語、韓国語、ロシア語、オランダ語、マレー語、トルコ語、およびポーランド語でもご利用いただけます。これらのいずれかの言語で同封書類をご覧になるには、和解に関するウェブサイト(www.ISDAfixAntitrustSettlement.com)にアクセスしていただくか、メールで請求管理者(info@ISDAfixAntitrustSettlement.com)までお問い合わせください。

첨부 문서는 독일어, 중국어, 프랑스어, 일본어, 스페인어, 이탈리아어, 한국어, 러시아어, 네덜란드어, 말레이어, 터키어, 폴란드어로 확인하실 수 있습니다. 첨부 문서의 해당 언어 버전을 확인하려면 합의 웹사이트 www.ISDAfixAntitrustSettlement.com을 방문하거나 이메일 info@ISDAfixAntitrustSettlement.com으로 청구 관리자에게 문의하십시오.

Dokumen yang disertakan boleh didapati dalam bahasa Jerman, Cina, Perancis, Jepun, Sepanyol, Itali, Korea, Rusia, Belanda, Melayu, Turki dan Poland. Bagi melihat dokumen yang disertakan dalam salah satu bahasa ini, sila layari laman web penyelesaian (settlement), www.ISDAfixAntitrustSettlement.com, atau hubungi pihak Pentadbir Tuntutan melalui e-mel di info@ISDAfixAntitrustSettlement.com.

De bijgesloten documenten zijn verkrijgbaar in het Duits, Chinees, Frans, Japans, Spaans, Italiaans, Koreaans, Russisch, Nederlands, Maleis, Turks en Pools. Om de bijvoegde documenten in een van deze talen te bekijken, gaat u naar de schikkingswebsite: www.ISDAfixAntitrustSettlement.com. U kunt ook per e-mail contact opnemen met de claimbeheerder op info@ISDAfixAntitrustSettlement.com.

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND, et
al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

ECF Case

**DECLARATION OF MATTHEW POPOWSKY REGARDING
MAILING OF THE SETTLEMENT NOTICE AND PROOF OF CLAIM FORM**

I, Matthew Popowsky, declare and state as follows:

1. I am Executive Director and Counsel at UBS AG (“UBS”). I am over 21 years of age. I have either personal knowledge of the facts set forth herein or have knowledge of the facts set forth herein based on information and belief.

2. I respectfully submit this declaration in order to provide the Court with information regarding the sending of the Notice of Proposed Class Action Settlement (the “Notice”) and the Proof of Claim and Release Form (the “Claim Form”) in connection with the above-captioned action (the “Action”).

3. All terms in initial capitalization used in this declaration shall have the same meanings as set forth in the Stipulation and Agreement of Settlement with UBS and the Court’s October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution (“Notice Order”) (Dkt 521).

4. Paragraph 5 of the Notice Order provides that the Claims Administrator (Epiq) or UBS (to the extent required in Paragraph 8) was required to mail a copy of the Notice and Claim Form to all members of the Settlement Class who can be identified through reasonable effort.

5. Paragraph 8 of the Notice Order provides that, “[t]o the extent [UBS] . . . identified members of the Settlement Class but the disclosure thereof to Class Counsel is not clearly permitted by law and/or in respect of other privacy considerations, [UBS] shall provide notice as described in the Settlement Agreements and may . . . themselves disseminate the Notice and Claim Form to those members of the Settlement Class.” Per this provision, UBS determined to provide notice directly to certain members of the Settlement Class in jurisdictions where applicable bank secrecy and data privacy laws prevented UBS from disclosing, among other things, their names and addresses to Class Counsel or the Claims Administrator (“Foreign Jurisdictions”). UBS identified potential members of the Settlement Class in Foreign Jurisdictions as those either: (a) having established their banking relationship with a UBS entity in a Foreign Jurisdiction; or (b) having established their banking relationship with a now-defunct or unidentifiable UBS entity, having a domicile in a Foreign Jurisdiction (together, “Foreign Potential Settlement Class Members”).

6. Using files provided by Class Counsel, the Claims Administrator, and/or available on the Claims Administrator’s website for this Action, available at <https://www.isdafixantitrustsettlement.com>, a UBS entity printed copies of the Notice and Claim Form, as well as a brief cover letter in a form agreed to by Class Counsel and a slip sheet provided by Class Counsel containing links to the Claims Administrator’s website with foreign language translations of the Mail Notice and Claim Form (together, the “Notice Packet”) to send to Foreign Potential Settlement Class Members.

7. I am informed that, using the contact information found in the records of UBS entities, during the week of February 12, 2018, Notice Packets were mailed by UBS entities to approximately 505 Foreign Potential Settlement Class Members who established their banking relationship with UBS in the Asia-Pacific region.

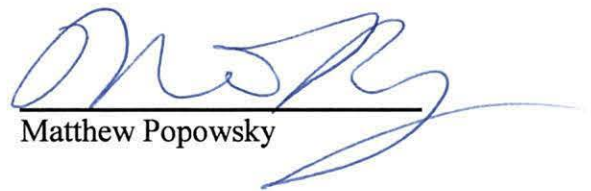
8. I am informed that on or before February 28, 2018, using the contact information found in the records of UBS entities, Notice Packets were mailed by a UBS entity to approximately 104 Foreign Potential Settlement Class Members who established their banking relationship with UBS in Switzerland. I am further informed that because of logistical issues, on or before March 2, 2018, Notice Packets were sent by a UBS entity to approximately 44 additional Foreign Potential Settlement Class Members who established their banking relationship with UBS in Switzerland, with one additional Notice Packet mailed the following week.

9. Due to bank secrecy and/or data privacy laws, UBS did not send a Notice Packet to former or dormant UBS clients whose banking relationship with UBS was established in a jurisdiction where applicable bank secrecy and data privacy laws prevented UBS from doing so. Additionally, no Notice Packet was mailed to Foreign Potential Settlement Class Members for whom no valid address information was available.

10. I am informed that, as of March 23, 2018, two (2) Notice Packets were returned as undeliverable to the individuals who are tracking the returned mail for UBS. UBS does not have updated contact information for these addressees. UBS will continue to record the number of Notice Packets sent to Foreign Potential Settlement Class Members that are returned to a UBS entity as undeliverable.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Executed this 26 day of March, 2018 in New York, New York.


Matthew Popowsky

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., *et al.*,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**DECLARATION OF JASON RABE REGARDING
MAILING OF THE SETTLEMENT NOTICE AND PROOF OF CLAIM FORMS TO
CERTAIN SETTLEMENT CLASS MEMBERS**

Jason Rabe, declares and states as follows:

1. I am a Program Manager at Rust Consulting, Inc. (“Rust”). Rust entered into separate agreements with certain Settling Defendants¹ to act as their agent in providing notice of the Settlement in the above-captioned action (“Action”). Acting as an agent for certain Settling Defendants, Rust is responsible for the distribution of notice and claim forms to certain potential members of the Settlement Class, whose disclosure to plaintiffs was not clearly permitted by law and/or presented the risk of violating other privacy considerations. I have the responsibility for overseeing all aspects of the notice administration services performed by Rust with respect to the Action.

2. I submit this declaration to provide the Court with information regarding, among other things, the mailing of the Notice of Proposed Settlement of Class Action (“Notice”) and the

¹ The Settling Defendants with which Rust entered into separate agreements to act as their agent include: Bank of America, Barclays, Citigroup, Credit Suisse, Goldman Sachs, HSBC, JPMorgan, and RBS (collectively, the “Settling Defendants”).

Proof of Claim and Release Form (“Claim Form”). I am over 21 years of age and am not a party to this Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. The Court’s Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, entered October 24, 2017 (“Notice Order”), authorized Settling Defendants to retain an agent to mail the Notice and Claim Form (together, “Notice Packet”) to potential members of the Settlement Class who required notice by alternate means.

4. The individual Settling Defendants that engaged Rust to act as their agent provided Rust with the names and addresses of potential Settlement Class Members to be noticed through Rust. In total, Rust received more than 15 electronic data files, containing more than 44,000 records.

5. Rust loaded the datasets for each Settling Defendant that engaged Rust into its own segregated database to be used for mailing the Notice Packet to potential Settlement Class Members to be noticed through Rust. The data was electronically scrubbed to eliminate incomplete records and any records with a U.S. address were forwarded to the National Change of Address (“NCOA”) service for address updates and standardization. The datasets were also de-duplicated to eliminate records with identical names and addresses. The de-duplication process looked for any exact matches both within and across the various Settling Defendants’ datasets provided to Rust.

6. Each data record was assigned a unique identification number by Rust upon receipt to maintain an auditable trail. The data from many of the Settling Defendants that engaged Rust also included a unique, internal identification number for each record known as a counterparty identification number. Rust understands that this tracking number will tie the

names and addresses back to the transactional data, if any, provided by the Settling Defendants to Class Counsel for that particular Settlement Class Member.

7. On January 16, 2018, the final Notice and Claim Form were provided to Rust by Epiq Systems Inc., the Court-appointed Claims Administrator, for the mailing. The documents were provided as print-ready PDFs that did not require any further formatting. Included on the Claim Form was a unique identifier in the bottom left-hand corner to indicate it was mailed by Rust.

8. The Notice Packets were sent out in English only. As mailings were sent to countries where English is not the common language, an insert was included with a message that was printed in 13 different languages,² referring potential members of the Settlement Class to the website of www.ISDAfixAntitrustSettlement.com where translated versions of the Notice and Claim Form are available to download. The final version of the insert was provided to Rust on January 18, 2018. Attached hereto as Exhibit A is a copy of the complete Notice Packet including the referenced insert.

9. Rust established a Post Office Box (P.O. Box 2614, Faribault, MN 55021-9614) to receive administrative mail. This P.O. Box was also used as the return address on the Notice Packets.

10. Pursuant to ¶ 5 of the Notice Order, Rust mailed the Notice Packets on January 29, 2018 to 17,947³ potential Settlement Class Members.

11. At the request of certain Settling Defendants, the deadline for Settling Defendants to provide direct notice was extended by the Court on January 29, 2018, to February 28, 2018.

² The 13 languages included on the translation insert include English, German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish, and Polish.

³ This count excludes a request from one (1) of the Settling Defendants to send them Claim Packets (totaling 49) to complete these mailings on their own.

On February 9, 2018, and pursuant to this Court's Order, Rust mailed a Notice Packet to 1,024 potential Settlement Class Members on behalf of Settling Defendant Citigroup. Notice Packets were mailed to an additional 14 potential Settlement Class Members on February 28, 2018.

12. As of March 23, 2018, Rust has received approximately 2,547 mailings returned as undeliverable. The United States Postal Service ("USPS") returned seven (7) of these mailings with a forwarding address.

13. An NCOA search was performed on the mailings with a U.S. address that were returned as undeliverable without a forwarding address from the USPS. A skip trace was performed afterwards, through an information supplier to which Rust subscribes, for mailings returned from NCOA without any results.

14. For mailings with non-U.S. addresses returned undeliverable without a forwarding address, Rust is conducting online research in an effort to obtain updated addresses for these potential Settlement Class Members.

15. As a result of the efforts outlined above in ¶ 12 through ¶ 14, as of March 23, 2018, Rust has re-mailed a total of 842 Notice Packets to potential Settlement Class Members at their updated addresses. Rust is continuing to receive undeliverable mailings and will re-mail a Notice Packet to any additional records that are updated through this process.

16. Through March 23, 2018, a total of 19,827 Notice Packets had been mailed.

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

Executed this 26th day of March, 2018 in Minneapolis, Minnesota.


Jason Rabe

EXHIBIT A

Alaska Electric Pension Fund et al vs. Bank of America
c/o Rust Consulting, Inc.
PO Box 2614
Faribault, MN 55021-9614



UAA <<MatterNo>> - <<SequenceNo>>

<<Name 1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION**

**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, “Settling Defendants”) in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. (“Non-Settling Defendants,” and together with Settling Defendants, “Defendants”).
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel ("Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants' potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs' claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund") to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:

- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as $\text{Transaction Claim Amount} = \text{Transaction Notional Amount} \times \text{Economic Multiplier} \times \text{Litigation Multiplier}$.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.

COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys' fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys' fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel's requests for attorneys' fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM

<p>This Form Must be Electronically Submitted No Later than July 16, 2018.</p>

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form (“Claim Form”) have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the “Notice”) that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator’s review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically
Submitted No Later than July 16, 2018.

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.

This Form Must be Electronically Submitted No Later than July 16, 2018.

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.11. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner’s First Name MI Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name MI Co-Beneficial Owner’s Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City State ZIP Code/Postal Code (if outside U.S.)

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name MI Last Name

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

<p>This Form Must be Electronically Submitted No Later than July 16, 2018.</p>

III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;

This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

[Signature box]

Date - -
MM DD YY

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Name box]

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Signature box]

Date - -
MM DD YY

Signature of Authorized Representative Completing Claim Form (if any)

[Name box]

Print name of Authorized Representative Completing Claim Form (if any)

[Capacity box]

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND; GENESEE COUNTY EMPLOYEES' RETIREMENT SYSTEM; COUNTY OF MONTGOMERY, PENNSYLVANIA; COUNTY OF WASHINGTON, PENNSYLVANIA; CITY OF NEW BRITAIN, CONNECTICUT; UNIQA CAPITAL MARKETS GMBH ON BEHALF OF UNIQA DOLLAR BOND; PENNSYLVANIA TURNPIKE COMMISSION; ERSTE ABWICKLUNGSANSTALT (EAA) and PORTIGON AG on behalf of themselves and all other similarly situated,

Plaintiff,

- against -

BANK OF AMERICA, N.A.; BARCLAYS BANK PLC; B.N.P. PARIBAS SA; CITIGROUP INC.; CREDIT SUISSE AG, NEW YORK BRANCH; DEUTSCHE BANK AG; THE GOLDMAN SACHS GROUP, INC.; HSBC BANK USA, N.A.; ICAP CAPITAL MARKETS LLC; JPMORGAN CHASE & CO.; MORGAN STANLEY & CO. LLC; NOMURA SECURITIES INTERNATIONAL, INC.; ROYAL BANK OF SCOTLAND PLC; UBS AG; and WELLS FARGO BANK, N.A.,

Defendants.

Case Nos.: 14-cv-07126 (JMF)
14-cv-07907 (JMF)
14-cv-08342 (JMF)
14-cv-08365 (JMF)
14-cv-08576 (JMF)

DECLARATION OF MANUEL F. GOMEZ REGARDING MAILING OF THE NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND PROOF OF CLAIM AND RELEASE FORM TO POTENTIAL CLASS MEMBERS

I, Manuel F. Gomez, declare and state as follows:

1. I am a Vice President in the Cross-Border Litigation and Investigations Group of Credit Suisse Securities (USA) LLC, and make this declaration as counsel for Credit Suisse AG, New York Branch ("Credit Suisse").

2. I respectfully submit this declaration in order to provide the Court with information regarding the mailing of the Notices of Proposed Settlement of Class Action (“Mail Notices”) and Proof of Claim and Release Forms (“Claim Forms”) (together, “Notice Packets”) in connection with the above-captioned action. I set forth the facts below to the best of my knowledge based upon my review of Credit Suisse’s records.

3. I understand that pursuant to paragraphs 5 and 8 of the Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, dated October 24, 2017, Credit Suisse was required to mail Notice Packets to potential class members, identified through reasonable effort, whose disclosure to plaintiffs was not clearly permitted by law and/or in respect of other privacy considerations.

4. Pursuant to paragraph 8, Credit Suisse determined to notice directly 41 potential settlement class members, who had been identified through a diligent search of records in the custody of Credit Suisse.

5. On January 18, 2018, Class Counsel provided the Court-approved Mail Notice and Claim Form to Credit Suisse, along with an insert that included a message printed in 13 different languages¹ referring potential class members to the website of www.ISDAfixAntritrustSettlement.com where translated versions of the Mail Notice and Claim Form are available for download (“Translation Insert”). A copy of the Mail Notice, Claim Form, and Translation Insert are attached hereto as Exhibit A.

¹ The 13 languages included on the translation insert include English, German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish, and Polish.

6. On January 29, 2018, Credit Suisse mailed the Notice Packets and Translation Inserts to the 41 potential class members via first-class international mail to addresses in Mexico and Switzerland.

7. As of March 27, 2018 no packets were returned as undeliverable.

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

Executed this 27 day of March, 2018 in New York, New York.



Manuel F. Gomez

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION**

**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, “Settling Defendants”) in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. (“Non-Settling Defendants,” and together with Settling Defendants, “Defendants”).
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel ("Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants' potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs' claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund") to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:

- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as $\text{Transaction Claim Amount} = \text{Transaction Notional Amount} \times \text{Economic Multiplier} \times \text{Litigation Multiplier}$.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.

COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys' fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys' fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel's requests for attorneys' fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM

<p>This Form Must be Electronically Submitted No Later than July 16, 2018.</p>

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form (“Claim Form”) have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the “Notice”) that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator’s review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically
Submitted No Later than July 16, 2018.

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.

This Form Must be Electronically Submitted No Later than July 16, 2018.

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.11. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner’s First Name MI Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name MI Co-Beneficial Owner’s Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City State ZIP Code/Postal Code (if outside U.S.)

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name MI Last Name

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

This Form Must be Electronically
Submitted No Later than July 16, 2018.

III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;

This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

Date

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MM DD YY

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date

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MM DD YY

Print name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND;
GENESEE COUNTY EMPLOYEES'
RETIREMENT SYSTEM; COUNTY OF
MONTGOMERY, PENNSYLVANIA; COUNTY
OF WASHINGTON, PENNSYLVANIA; CITY OF
NEW BRITAIN, CONNECTICUT; UNIQA
CAPITAL MARKETS GMBH ON BEHALF OF
UNIQA DOLLAR BOND; PENNSYLVANIA
TURNPIKE COMMISSION; ERSTE
ABWICKLUNGSANSTALT (EAA); AND
PORTIGON AG on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A.; BARCLAYS BANK
PLC; BNP PARIBAS; CITIGROUP INC.; CREDIT
SUISSE AG, NEW YORK BRANCH; DEUTSCHE
BANK AG; THE GOLDMAN SACHS GROUP,
INC.; HSBC BANK PLC; ICAP CAPITAL
MARKETS LLC; JPMORGAN CHASE & CO.;
MORGAN STANLEY & CO. LLC; NOMURA
SECURITIES INTERNATIONAL, INC.; ROYAL
BANK OF SCOTLAND PLC; UBS AG; and
WELLS FARGO BANK, N.A.,

Defendants.

Civil Action No. 14-cv-7126 (JMF)

**DECLARATION OF SANDRA ADAMS REGARDING SELF-MAILING
OF CLASS NOTICE BY CERTAIN FOREIGN HSBC AFFILIATES**

I, Sandra Adams, declare and state as follows:

1. I am a legal assistant for Locke Lord LLP, which represents the HSBC defendants in the above matter. In this capacity, I was responsible for mailing class notice packets approved by the Court to potential Settlement class members who were customers of non-party HSBC affiliates located in Australia, Austria, Belgium, Belize, Canada, the Cayman Islands, China, Denmark, Finland, France, Germany, Honduras, Hong Kong, India, Indonesia, Ireland, Japan,

Luxembourg, Macau, Malaysia, Mauritius, the Netherlands, New Zealand, Norway, the Philippines, Republic of Korea, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, the United Kingdom, the United States of America, Vietnam, and the Virgin Islands.¹

2. I was provided with a list of names and addresses of 1,378 potential Settlement class members who were customers of the foregoing non-party HSBC affiliates. That list of names was generated by extracting relevant transactions (and by extension, entities) from larger spreadsheets provided by HSBC. Those entities were then compiled into a list that I used to conduct HSBC's self-mailing.

3. On January 25, 2018, I caused to be mailed a class notice package to each of the names and addresses supplied for the 1,378 customers referenced above. The packages were mailed with prepaid postage via first class United States mail.

4. As of March 23, 2018, 100 of the class notice packages that I mailed were returned by the post office as undelivered. I performed internet searches to obtain an updated address for each of the returned packages, and I re-mailed each returned package to the updated address within one week after each package was returned.

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

Executed this 28th day of March, 2018, in Dallas, Texas.



Sandra Adams

¹ The class notice packages referred to herein consisted of the Long Form Notice and Claim Form I understand were approved by the Court, along with an insert stating translated versions of these materials were available on the Settlement website.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

**DECLARATION OF CAMERON R. AZARI, ESQ., ON
IMPLEMENTATION AND ADEQUACY OF SETTLEMENT CLASS NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq’s Class Action and Mass Tort division (“Epiq”). I also hold the title of Vice President and Director of Legal Notice of Epiq, which I understand has been appointed by the Court to serve as Claims Administrator in this matter.

4. This declaration will describe the implementation of the Notice of Proposed Settlement of Class Action (“Notice Plan” or “Plan”) for the Settlement Agreements¹ with Bank

¹ The capitalized terms not defined in this Declaration have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

of America, N.A.; Barclays Bank PLC; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co. LLC; Royal Bank of Scotland PLC; and UBS AG (collectively, the “Settling Defendants”), in the above-captioned litigation in the United States District Court for the Southern District of New York. I previously executed my “*Declaration of Cameron R. Azari, on Proposed Settlement Class Notice Program,*” on September 29, 2017, in which I detailed Hilsoft’s class action notice experience and attached Hilsoft’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of Notice Plans.

5. The Court entered several orders which granted preliminary approval of the terms of the Settlements for the various defendants, approved the Notice Plan as designed by Hilsoft and appointed Epiq as the Claims Administrator (see Dkt. Entry Nos. 228, 337, 492 and 521). In the Court’s *Order Preliminarily Approving Settlement Agreements, Certifying the Settlement Class, and Appointing Class Counsel and Class Representatives for the Settlement Class*, dated May 11, 2016, the Court certified the following Settlement Class:

“[A]ll Persons or entities who entered into, received or made payments on, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released [[Bank]] Parties, provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.”

6. I further understand that an “ISDAfix Instrument” means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures,

cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, and digital and callable range accrual notes, where denominated in USD or related to USD interest rates, and (ii) any financial instrument, product, or transaction related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

7. This declaration will detail the notice activities undertaken and explain how and why the Notice Plan was comprehensive and well-suited to the Settlement Class Members. This declaration will also discuss the administration activity to date. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues from Hilsoft and Epiq, who worked with us to implement the notification effort.

NOTICE PLAN SUMMARY

8. Federal Rule of Civil Procedure 23 directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”² The Notice Plan here satisfied this requirement.

9. A Long Form Notice and Claim Form were sent via first class mail or an international equivalent to all identifiable Settlement Class Members, 36,854 in total. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols meet or exceed, in my experience, those used in other class action settlements.

² F.R.C.P. 23(c)(2)(B).

10. In my opinion, the Notice Plan was the best notice practicable under the circumstances of this case and satisfied the requirements of due process, including its “desire to actually inform” requirement.³

11. A Summary Publication Notice appeared in numerous, relevant publications both domestically and abroad. Additionally, online Banner Notices appeared on relevant financial focused websites. Coverage was further enhanced by a neutral Press Release, Sponsored Search Listings, and a dedicated Settlement Website. Finally, the Settling Defendants, under the Settlement Agreements and as further described below, either directly or through a third party provided notice through “alternative means” to any Settlement Class Member(s) that could not be identified due to privacy and/or secrecy laws and/or protections.

NOTICE PLAN

Settlement Class Member Data

12. The Settlement Class Notice was disseminated pursuant to the Notice Plan, as approved. Epiq has received and processed data from Settling and Non-Settling Defendants (collectively, the “Banks”).

13. The data with name and address information contained 85,761 records with counterparty information. Some of records included addresses that were missing or incomplete and were researched or linked to other known records with complete mailing information. Other records included multiple addresses for a single Counterparty (such as physical, mailing, and headquarters addresses).

³ “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

14. The Non-Settling Defendants provided 71,580 records with counterparty information including names and no mailing addresses. With a combination of programmatic and manual research, Epiq attempted to find addresses for many of the names either in the data provided by the other Banks, or through public record and locator searches. Contact information for some of the names were not identifiable as the name was not descriptive enough to provide a reasonable match.⁴

15. The following Banks provided data containing names and some address information.

16. **Barclays:** Barclays' data contained 5,337 unique counterparty identifiers for counterparty records. For records containing more than one mailing address per counterparty identifier, Epiq created multiple entries in our system. In total, Epiq created 8,975 records for the Barclay's data. Of the 8,975 records, for 17 Epiq was not able to obtain a mailable address, and 357 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

17. **Bank of America:** Bank of America's data contained 31,885 counterparty records with names and mailing addresses. Counterparty records with the same name and counterparty identifier were de-duplicated. In total, Epiq created 27,790 records for the Bank of America data. Of the 27,790 records, for 1,134 Epiq was not able to obtain a mailable address and 1 record was

⁴ I understand based on discussion with Class Counsel that certain counterparty data that might identify potential Settlement Class Members that engaged in relevant transactions related to Eurodollar Futures and U.S. Treasuries was unavailable. This was primarily because such transactions were entered into or otherwise executed on third party platforms, and therefore access to such identifying trading data was unavailable to Class Counsel or the Settling Defendants. It is my opinion that the remaining components of the comprehensive Notice Plan employed in this matter - in addition to direct mailing notice to individual Persons that were potential Settlement Class Members, and including the Broker Notice as well as extensive publications and internet notice - satisfy all applicable fairness and due process requirements.

identified as foreign counterparty. Epiq considered these records as unusable and could not be sent notice.

18. **Credit Suisse:** Credit Suisse's data contained 3,094 counterparty records with names and mailing addresses. Epiq created 3,094 records for the Credit Suisse data.

19. **Deutsche Bank:** Deutsche Bank's data contained 12,331 unique counterparty identifiers for counterparty records. Epiq created 12,331 records for the Deutsche Bank data. Of the 12,331 records, 1,583 included a counterparty identifier and no counterparty name or address, 102 records included a counterparty name but no mailing address, and 2,842 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

20. **JP Morgan:** JP Morgan's data contained 2,744 unique counterparty identifiers for counterparty records. Epiq created 2,744 records for the JP Morgan data. Of the 2,744 records, for 26 Epiq was not able to obtain a mailable address, and 1,021 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

21. **RBS:** RBS' data contained 10,450 unique identifiers for counterparty records. Epiq created 10,450 records for the RBS data. Of the 10,450 records, for 2,110 Epiq was not able to obtain a mailable address and 2,562 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

22. **Goldman Sachs:** Goldman Sachs' data contained 2,305 unique identifiers for counterparty records. Epiq created 2,305 records for the Goldman Sachs data. Of the 2,305 records, for 3 Epiq was not able to obtain a mailable address. Epiq considered these records as unusable and could not be sent notice.

23. **UBS**: UBS data contained 12,401 counterparty records with names and mailing addresses. Epiq created 12,401 records for the UBS data. Of the 12,401 records, for 38 Epiq was not able to obtain a mailable address, and 5,582 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

24. **HSBC**: HSBC's data contained 1,795 unique combinations of counterparty identifiers and names. Epiq created 1,795 records for the HSBC data. Of the 1,795 records, for 239 Epiq was not able to obtain a mailable address, and 147 were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

25. **Citibank**: Citibank provided Epiq with data on January 4, 2018 and on January 8, 2018. On January 25, 2018, Class Counsel informed Epiq that the data previously provided by Citibank is no longer valid. Epiq confirmed that its database would exclude these records and they were not included in Epiq's initial mailing. Citibank provided Epiq new data on January 26, 2018, and on January 28, 2018. Citibank's data contained 3,419 unique identifiers for counterparty records. Epiq created 3,419 records for the Citibank data. Of the 3,419 records, for 31 Epiq was not able to obtain a mailable address. Epiq considered these records as unusable and could not be sent notice. Citibank's data contained 1,314 records identified as foreign counterparties and at the direction of Citibank, they were included in Epiq's subsequent mailing.

26. The following Banks provided counterparty information including names and no mailing addresses. Some of the names were not identifiable as the name was not descriptive enough to provide a reasonable match.

27. **Morgan Stanley**: Morgan Stanley data contained 2,419 unique identifiers and counterparty names and no mailing addresses. Epiq attempted to find addresses for the counterparty names in the data provided by the other Banks and through a LexisNexis public

record and locator search. In total, Epiq created 2,419 records for the Morgan Stanley data. Of 2,419 records, for 721 names Epiq was not able to obtain a mailable address. Epiq considered these records as unusable and could not be sent notice.

28. **Wells Fargo:** Wells Fargo data contained 15,147 unique counterparty names and no mailing addresses. Epiq attempted to find addresses for the counterparty names in the data provided by the other Banks and through a LexisNexis public record and locator search. In total, Epiq created 15,584 records for the Wells Fargo data. Of the 15,584 records, for 9,324 names Epiq was not able to obtain a mailable address. Epiq considered these records as unusable and could not be sent notice.

29. **BNP:** BNP data contained 50,903 unique identifiers, counterparty names and no mailing addresses. Epiq attempted to find addresses for the counterparty names in the data provided by the other Banks and through a LexisNexis public record and locator search. In total, Epiq created 50,903 records for BNP data. Of the 50,903 records, 11,640 records contained non-identifiable names as the name was not descriptive enough to provide a reasonable match such as, “A/C Z0047”, for 4,859 names Epiq was not able to obtain a mailable address, and 9,376 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

30. **Nomura:** Nomura data contained 3,111 unique identifiers, counterparty names and no mailing addresses. Epiq attempted to find addresses for the counterparty names in the data provided by the other Banks and through a LexisNexis public record and locator search. In total, Epiq created 3,111 records for Nomura data. Of the 3,111 records, for 168 names Epiq was not able to obtain a mailable address, and 2 records were identified as foreign counterparties. Epiq considered these records as unusable and could not be sent notice.

Individual Notice – Direct Mail Notice

31. Epiq combined and de-duplicated the data provided by the Banks to create a single mailing list for notice. Epiq de-duplicated the data by exact name and mailing address and again by exact mailing address. As in class actions of this nature, a large portion of potential Settlement Class Members are beneficial purchasers who purchased through brokerage firms, banks, institutions, and other third-party nominees in the name of the nominee, on behalf of the beneficial purchasers. For this reason, a large number of counterparty records contained the exact same mailing address.

32. Where the counterparty address was replicated 25 times or more, Epiq rolled-up these records and mailed one Notice Packet. This was done to prevent certain counterparties from receiving thousands of Notice Packets at the same mailing address. As an example, the mailing address for a large brokerage firm appeared approximately 12,300 times in all of the data provided by the banks.

33. Prior to mailing, all mailing addresses provided were checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service.⁵ Any addresses returned by the NCOA database as invalid were updated through the third-party address search service LexisNexis using the public record and locator search. In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

⁵ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

34. On January 29, 2018, Epiq mailed 34,117 Settlement Class Notice Packets via United States Postal Service (“USPS”) first class mail or an international equivalent. On January 31, 2018 and February 2, 2018, Epiq mailed an additional 2,737 Notice Packets based on new data provided by Citibank. The Notice Packet contained the Long Form Notice, Claim Form and a “Buck Slip insert”, which contained instructions in 13 different languages (English, German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Polish and Turkish) on how to obtain a translated version of the documents in the Notice Packet (on the Settlement Website). The Notice Packet is included as **Attachment 1**.

35. As in most class actions of this nature, a portion of potential Settlement Class Members are beneficial purchasers who purchased through brokerage firms, banks, institutions, and other third-party nominees in the name of the nominee, on behalf of the beneficial purchasers. Epiq maintains and updates an internal list of the largest and most common banks, brokers, and other nominees. This list is updated regularly and contains 1,398 names and known deliverable mailing addresses.

36. On January 26, 2018, Epiq supplemented the direct notice data from the Banks with this list and disseminated 1,398 Notice Packets together with a Notice specific to Brokers, Banks, and Other Nominees (“Broker Notice”). The Broker Notice provided information about the Settlements, the definition of the Settlement Class, and required the broker or other nominee who performed the trades for the beneficial interest of a person or entity to, within thirty-five (35) days of receipt of the Notice Packet, either provide Epiq with a list of names and last known addresses or send copies of the Notice Packet to all beneficial owners. Where the brokers or other nominees requested additional copies of the Notice Packet to forward to their clients, Epiq provided such copies to broker or nominee requests. As of March 23, 2018, Epiq mailed an additional 14 Notice

Packets to potential Settlement Class Members based on addresses received from any such broker, bank, or other nominee. The Broker Notice is included as **Attachment 2**.

37. Additionally, a Long Form Notice and Claim Form were mailed to all persons who requested one via the telephone numbers or by mail. As of March 23, 2018, 15 Long Form Notices and Claim Forms have been mailed as a result of such requests. The Long Form Notice and Claim Form are also available to download or print at the Settlement Website.

38. The return address on the Notice Packets is a post office box maintained by Epiq. As of March 23, 2018, Epiq has re-mailed 24 Notice Packets for addresses that were corrected through the USPS. For Notice Packets that were returned as undeliverable, Epiq undertook additional public record research, using a third-party lookup service (“ALLFIND”, maintained by LexisNexis), which as of March 23, 2018, has resulted in the re-mailing of 72 Notice Packets. Address updating and re-mailing for undeliverable Notice Packets is ongoing and will continue through the Final Approval Hearing.

Investor Publications

39. The Notice Plan included a highly visible international print program. A 1/4 page Publication Notice appeared one time in newspapers targeting financial markets in the United States and abroad. The Notice also appeared as a full page notice in the monthly publication *Risk Magazine*. The dates on which each of the Notices appeared and the corresponding page numbers are listed in the table below.

<i>Publication</i>	<i>Circulation</i>	<i>Distribution</i>	<i>Date Published</i>	<i>Page</i>
<i>Financial Times - Global Edition</i>	199,438	Globally	1/22/18	15
<i>Risk Magazine</i>	25,000	Globally	1/19/18	7

<i>Publication</i>	<i>Circulation</i>	<i>Distribution</i>	<i>Date Published</i>	<i>Page</i>
<i>Wall Street Journal – U.S. Edition</i> ⁶	1,099,545	United States	1/22/18	B8
<i>The New York Times</i>	577,539	United States	1/22/18	A7
<i>The Daily Telegraph</i>	477,927	London, England	1/22/18	5
<i>South China Morning Post</i>	105,347	Hong Kong, China	1/22/18	B2
<i>The Straits Times</i>	393,300	Singapore	1/22/18	A18
<i>TOTAL</i>	2,878,096			

40. The Publication Notice is included as **Attachment 3**. Copies of the tear sheets for each insertion in each publication are included as **Attachment 4**.

Digital Banner Notice

41. Internet Banner Notices measuring 728x90 pixels and 300x250 pixels were placed on the global websites *FinancialTimes.com* and *WSJ.com*. The Banner Notices provided the Settlement Class with additional opportunities to be apprised of the Settlements and their rights.

42. Combined, approximately 1.56 million adult impressions were generated by these Banner Notices, which ran from January 19, 2018 through February 18, 2018, and appeared on the global websites *FinancialTimes.com* and *WSJ.com*. Clicking on the Banner Notice linked the reader to the Settlement Website where they could obtain detailed information about the case. Examples of the Banner Notices are included as **Attachment 5**.

Internet Sponsored Search Listings

43. To facilitate Settlement Class Members with locating the Settlement Website, sponsored search listings were acquired on *Google*, *Yahoo!* and *Bing*. When search engine visitors

⁶ The *Wall Street Journal – Global Edition* ceased operation prior to placement of the Notice. As a replacement and in light of Notice having been published in the global editions of *The Financial Times* and *Risk Magazine*, the Notice was placed in *Wall Street Journal - U.S. Edition*.

search on common keyword combinations, the sponsored search listing is generally displayed at the top of the page prior to the search results or in the upper right hand column.

44. The Sponsored Search Listings are served to the same geographic regions targeted with the print plan (United States, London, Singapore and Hong Kong), and assist Settlement Class Members in finding and accessing the Settlement Website.

45. As of March 23, 2018, the sponsored listings have been displayed 1,401 times, resulting in 257 clicks that displayed the Settlement Website. The Sponsored Search Listings will run until the April 30, 2018, Exclusion and Objection deadline. A complete list of the sponsored search keyword combinations is included as **Attachment 6**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 7**.

Informational Press Release

46. To build additional reach and extend exposure, on January 19, 2018, a party-neutral Informational Press Release was issued via *PR Newswire* to the World Financial Markets newswire. The Press Release was sent globally, targeting financial markets in nine languages.

47. The Press Release served a valuable role by providing additional notice exposure beyond that which was provided by the paid media. The Press Release included the phone numbers and Settlement Website address. A copy of the Press Release as it was distributed is included as **Attachment 8**.

Settlement Website, Telephone Numbers, and Postal Mailing Address

48. On January 18, 2018, a dedicated Settlement Website was launched (www.ISDAfixAntitrustSettlement.com). Settlement Class Members are able to obtain detailed information about the case and review case documents, including the Notice, which is available in 13 different languages (English, German, Chinese, French, Japanese, Spanish, Italian, Korean,

Russian, Dutch, Malay, Polish, and Turkish), and answers to frequently asked questions (“FAQs”). Settlement Class Members have the opportunity to submit a claim online at the Settlement Website, or if they choose, they can download and print a physical Claim Form for filing via mail. The Settlement Website address was displayed prominently on all notice documents. As mentioned above, the Banner Notices linked directly to the Settlement Website.

49. As of March 23, 2018, there have been 7,776 visitors to the Settlement Website and over 20,859 website pages presented. Additionally, the Notice was downloaded 1,144 times, and 193 claims were submitted.

50. On January 18, 2018, a toll-free telephone number (1-844-789-6862) and an additional telephone number (1-503-597-5526) for international callers were established to allow Settlement Class Members to call for additional information, listen to answers to FAQs, and request that a Long Form Notice and a Claim Form be mailed to them. Live operators are available to callers. The phone numbers were prominently displayed in the Notice documents as appropriate. As of March 23, 2018, the toll-free number (1-844-789-6862) has handled 316 calls, representing 2,985 minutes of use, and live operators have handled 215 calls, representing 2,198 minutes of use. As of March 23, 2018, the telephone number (1-503-597-5526) has handled 30 calls, representing 208 minutes of use, and live operators have handled 14 calls, representing 120 minutes of use.

51. A post office box was also set up for purposes of Notice of the Settlements, to allow Settlement Class Members to contact the Claims Administrator by mail with any specific requests or questions. An email address that claimants can use to contact the Claims Administrator with any questions or concerns was also established.

Notice by Alternate Means

52. I understand that, to the extent Settlement Class Members could not be contacted by Epiq because the disclosure of their identity to Epiq may be prohibited by law, the Settling Defendants engaged an agent with experience in providing notice in international class actions to disseminate the Notice and Claim Form to those Settlement Class Members (described in the Settlement Agreements as providing notice by “alternate means”). In the alternative, to the extent the Settling Defendants’ disclosure to such an agent may be prohibited by law, the Settling Defendants themselves disseminated the Notice and Claim Forms to those Settlement Class Members, which I understand is described in other declarations filed concurrently with this declaration.

More Than Adequate Time and Opportunity to React to Notices

53. The Notice Plan was substantially completed on February 18, 2018. This allowed more than adequate time for Settlement Class Members to see the Notice and respond accordingly before the April 30, 2018, Exclusion and Objection deadline. With 71 days from the substantial completion of the Notice Plan until the Exclusion and Objection deadline, and 101 days until the May 30, 2018, Final Approval Hearing, the Settlement Class was (and will be) allotted adequate time to act on their rights.


Exclusions and Objections

54. The Exclusion and Objection deadline is April 30, 2018. As of March 23, 2018, Epiq has received a total of 1 request for exclusion which was deemed complete. The list of all complete requests for exclusion that Epiq has received to date is included as **Attachment 9**. I am aware of no objections to the Settlements at the time of this declaration.

CONCLUSION

55. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the Notice Plan be designed to reach the greatest practicable number of potential Settlement Class Members and, in a settlement class action notice situation such as this, that the Notice or Notice Plan itself not limit knowledge of the availability of benefits – nor the ability to exercise other options – to Settlement Class Members in any way. All of these requirements were met in this case. The Notice Plan as implemented provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23, and comported with the guidance for effective notice articulated in the Manual for Complex Litigation 4th.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 29, 2018.



Cameron R. Azari, Esq.

Attachment 1

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
PO Box 3775
Portland, OR 97208-3775
U.S.A.



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January 29, 2018

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION

000 00000002 000000000 0002 0021 00002 INS:



**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, "Settling Defendants") in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. ("Non-Settling Defendants," and together with Settling Defendants, "Defendants").
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund"). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel’s fees or litigation expenses. In a class action, attorneys’ fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel (“Class Counsel”) thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants’ potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs’ claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm’s-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”) to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:



- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as Transaction Claim Amount = Transaction Notional Amount x Economic Multiplier x Litigation Multiplier.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.



For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.



COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys’ fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys’ fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys’ fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys’ fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys’ fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys’ fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys’ fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel’s requests for attorneys’ fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT’S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.



GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM



This Form Must be Electronically Submitted No Later than July 16, 2018.

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

Claim Number: [REDACTED]

Control Number: [REDACTED]

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form ("Claim Form") have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the "Notice") that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator's review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically Submitted No Later than July 16, 2018.

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11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

- a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);
- b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and
- c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.



This Form Must be Electronically Submitted No Later than July 16, 2018.

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III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
b. Bank transaction reports or statements;
c. Trading venue transaction reports or statements;
d. Prime broker reports or statements;
e. Custodian reports or statements;
f. Daily or monthly account statements; and/or
g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

- 1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
3. I (we) have not submitted a Request for Exclusion;
4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;



This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

[Signature box]

Date - -
MM DD YY

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Name box]

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

[Signature box]

Date - -
MM DD YY

Signature of Authorized Representative Completing Claim Form (if any)

[Name box]

Print name of Authorized Representative Completing Claim Form (if any)

[Capacity box]

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

同封書類はドイツ語、中国語、フランス語、日本語、スペイン語、イタリア語、韓国語、ロシア語、オランダ語、マレー語、トルコ語、およびポーランド語でもご利用いただけます。これらのいずれかの言語で同封書類をご覧になるには、和解に関するウェブサイト(www.ISDAfixAntitrustSettlement.com)にアクセスしていただくか、メールで請求管理者(info@ISDAfixAntitrustSettlement.com)までお問い合わせください。

첨부 문서는 독일어, 중국어, 프랑스어, 일본어, 스페인어, 이탈리아어, 한국어, 러시아어, 네덜란드어, 말레이어, 터키어, 폴란드어로 확인하실 수 있습니다. 첨부 문서의 해당 언어 버전을 확인하려면 합의 웹사이트 www.ISDAfixAntitrustSettlement.com을 방문하거나 이메일 info@ISDAfixAntitrustSettlement.com으로 청구 관리자에게 문의하십시오.

Dokumen yang disertakan boleh didapati dalam bahasa Jerman, Cina, Perancis, Jepun, Sepanyol, Itali, Korea, Rusia, Belanda, Melayu, Turki dan Poland. Bagi melihat dokumen yang disertakan dalam salah satu bahasa ini, sila layari laman web penyelesaian (settlement), www.ISDAfixAntitrustSettlement.com, atau hubungi pihak Pentadbir Tuntutan melalui e-mel di info@ISDAfixAntitrustSettlement.com.

De bijgesloten documenten zijn verkrijgbaar in het Duits, Chinees, Frans, Japans, Spaans, Italiaans, Koreaans, Russisch, Nederlands, Maleis, Turks en Pools. Om de bijvoegde documenten in een van deze talen te bekijken, gaat u naar de schikkingswebsite: www.ISDAfixAntitrustSettlement.com. U kunt ook per e-mail contact opnemen met de claimbeheerder op info@ISDAfixAntitrustSettlement.com.

Załączone dokumenty dostępne są w następujących językach: niemiecki, chiński, francuski, japoński, hiszpański, włoski, koreański, rosyjski, holenderski, malajski, turecki i polski. Aby zobaczyć załączone dokumenty w jednym z tych języków, należy odwiedzić stronę internetową poświęconą ugodom, www.ISDAfixAntitrustSettlement.com lub skontaktować się z Administratorem ds. roszczeń ugodowych pod adresem info@ISDAfixAntitrustSettlement.com.

Прилагаемые документы переведены на немецкий, китайский, французский, японский, испанский, итальянский, корейский, русский, голландский, малайский, турецкий и польский языки. Чтобы просмотреть прилагаемые документы на одном из этих языков, зайдите на веб-сайт урегулирования по адресу www.ISDAfixAntitrustSettlement.com, или обратитесь к претензионисту по электронной почте info@ISDAfixAntitrustSettlement.com.

Ekteki belgeler Almanca, Çince, Fransızca, Japonca, İspanyolca, İtalyanca, Korece, Rusça, Felemenkçe, Malay, Türkçe ve Lehçe dillerinde mevcuttur. Ekteki belgeleri bu dillerden birinde görüntülemek için, lütfen uzlaşma web sitesini www.ISDAfixAntitrustSettlement.com ziyaret edin veya Talep Yöneticisiyle info@ISDAfixAntitrustSettlement.com üzerinden iletişim kurun.

所附文档可提供德语、中文、法语、日语、西班牙语、意大利语、韩语、俄语、荷兰语、马来语、土耳其语和波兰语版本。如需查看其中一种语言的所附文档，请访问和解网站 www.ISDAfixAntitrustSettlement.com，或者发送电子邮件至 info@ISDAfixAntitrustSettlement.com 联系索赔管理人。



Attachment 2

Alaska Electrical Pension Fund v. Bank of America, N.A.
Case No. 14-cv-7126 (JMF) (S.D.N.Y.)
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

Website: www.ISDAfixAntitrustSettlement.com
Email: info@ISDAfixAntitrustSettlement.com
Phone: 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.)



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01/19/2018

NOTICE TO BROKERS, BANKS, AND OTHER NOMINEES
TIME-SENSITIVE, COURT-ORDERED
ACTION REQUIRED ON YOUR PART

Alaska Electrical Pension Fund v. Bank of America, N.A.
Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

Proposed settlements in the above-noted class action have been reached with ten Settling Defendants, as defined below, for \$408.5 million. Enclosed is the Notice of the Proposed Settlement of Class Action and Proof of Claim and Release Form that the Court overseeing the case has ordered be timely sent to potential members of the Settlement Class. Also enclosed is a single page insert regarding the availability of translated versions of these documents on the website established to provide further settlement details, www.ISDAfixAntitrustSettlement.com. The enclosed Notice, Claim Form, and insert regarding translations, collectively and in that order, are referred to herein as the "Notice Packet."

PLEASE NOTE: The Notice and Claim Form contain deadlines that could impact your customers' rights.

The proposed settlements have been reached with the ten following Settling Defendants: Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG. The case continues against the five following Non-Settling Defendants: B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A.

The Settlement Class consists of all persons or entities who, from January 1, 2006 through January 31, 2014, entered into, received, or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument.

"ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, and digital and callable range accrual notes, where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

If you have questions or for more information, please visit www.ISDAfixAntitrustSettlement.com, call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or email info@ISDAfixAntitrustSettlement.com



If you are a broker or other nominee who performed trades for the beneficial interest of a person or entity other than yourself who meets the above Settlement Class definition (a "Beneficial Owner"), **WITHIN THIRTY-FIVE (35) CALENDAR DAYS OF YOUR RECEIPT OF THE ENCLOSED NOTICE PACKET, you must either, as further detailed below and pursuant to Court Order:**

- (a) Provide the Claims Administrator, Epiq Systems, with a list of the names and last known addresses of all Beneficial Owners so that the Claims Administrator may promptly mail the Notice Packet to the Beneficial Owners; or
- (b) Send the enclosed Notice Packet to all Beneficial Owners.

If you are providing a list of names and addresses of Beneficial Owners to the Claims Administrator:

- (a) Compile a list of names and last known addresses of the Beneficial Owners;
- (b) Prepare the list in Microsoft Excel format as shown in the "Electronic Name and Address File Layout" below. A preformatted spreadsheet can also be found on the "Nominees" page of the website, www.ISDAfixAntitrustSettlement.com; and
- (c) Then you must do one of the following:
 1. Burn the Microsoft Excel file(s) to a CD or DVD, and mail the CD or DVD to the Claims Administrator at the following address:

Alaska Electrical Pension Fund v. Bank of America, N.A.
Case No. 14-cv-7126 (JMF) (S.D.N.Y.)
c/o Epiq Systems Inc,
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.; or
 2. Email the spreadsheet to the Claims Administrator at info@ISDAfixAntitrustSettlement.com; or
 3. Upload the spreadsheet to the "Nominees" page of the settlement website, www.ISDAfixAntitrustSettlement.com.

If you are sending the Notice Packet to the Beneficial Owners: you may request the needed number of copies of the Notice Packet by sending an email to the Claims Administrator at info@ISDAfixAntitrustSettlement.com. You must, however, allow seven (7) calendar days for the Claims Administrator to provide you with the Notice Packet copies, and must still meet the Court-ordered deadline of mailing the Notice Packets to the Beneficial Owners within thirty-five (35) calendar days of your receipt of this letter.

NOTE: If you elect the option of sending the Notice Packet to Beneficial Owners, YOU MUST ALSO: (1) retain these name and address records for potential use in connection with future mailings that may occur in this action; (2) certify in writing to the Claims Administrator that you did mail the Notice Packets to all Beneficial Owners within thirty-five (35) calendar days of your receipt of this letter; and (3) keep track, and inform the Claims Administrator in writing, of any mailing(s) of the Notice Packet that was returned as undeliverable.

If you have questions or for more information, please visit www.ISDAfixAntitrustSettlement.com, call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or email info@ISDAfixAntitrustSettlement.com

Expense Reimbursement

Reasonable expenses are eligible for reimbursement, including postage and/or costs to compile the names and addresses of Beneficial Owners, provided an invoice documenting the expenses is timely submitted to the Claims Administrator. Please submit your invoice within one month of completing the Notice Packet mailing or providing your list of names and addresses to the Claims Administrator.

**Electronic Name and Address File Layout
(To Submit to the Claims Administrator in Microsoft Excel Format)**

Column	Description	Length	Notes
A	Account #	15	Unique identifier for each record
B	Beneficial owner's first name	25	
C	Beneficial owner's middle name	15	
D	Beneficial owner's last name	30	
E	Joint beneficial owner's first name	25	
F	Joint beneficial owner's middle name	15	
G	Joint beneficial owner's last name	30	
H	Business or record owner's name	60	
I	Representative or contact name	45	
J	Address 1	35	
K	Address 2	25	
L	City	25	
M	U.S. state or Canadian province	2	U.S. and Canada addresses only. For countries other than the U.S. and Canada, place any territorial subdivision in "Address 2" field.
N	ZIP code	10	
O	Country (other than U.S.)	15	

More information about the settlements is available at www.ISDAfixAntitrustSettlement.com. If you have any questions, you may contact the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or by email at info@ISDAfixAntitrustSettlement.com. Thank you for your cooperation.

*Alaska Electrical Pension Fund v. Bank of America, N.A.
Case No. 14-cv-7126 (JMF) (S.D.N.Y.)
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.*

If you have questions or for more information, please visit www.ISDAfixAntitrustSettlement.com, call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or email info@ISDAfixAntitrustSettlement.com



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION

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**If You Transacted in ISDAfix Instruments Between January 1, 2006 and January 31, 2014,
You May Be Affected by Class Action Settlements.**

For the purposes of these settlements, "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference USD ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of USD ISDAfix Benchmark Rates.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, "Settling Defendants") in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. ("Non-Settling Defendants," and together with Settling Defendants, "Defendants").
- The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.
- Proposed settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay a total of \$408.5 million (the "Settlement Fund"). Before any money is paid, the Court will have a hearing to decide whether to approve the settlements. Court approval of these settlements will resolve all relevant claims against the Settling Defendants.
- The Class Plaintiffs and the Settling Defendants disagree on how much money could have been won if the Class Plaintiffs had won a trial against the Settling Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the settlements. Payments will be made if the Court approves the settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman
& Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to receive your share of the Settlement Fund.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims in this case.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlements.
DO NOTHING	Get no payment and give up your rights to be part of any other lawsuit against the Settling Defendants about the legal claims in this case.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because you requested it or because records indicate that you may be a member of the Settlement Class in this Action because you may have entered into, received or made payments on, settled, terminated, transacted in, or held an eligible ISDAfix Instrument between January 1, 2006 and January 31, 2014. The term ISDAfix Instrument is defined on page 1 of this Notice.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed settlements. If the Court approves the settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the settlements allow. This Notice explains the litigation, the proposed settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you have received this Notice but the eligible trades covered by it (as discussed below) were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

2. What is this litigation about?

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that the Defendants were unjustly enriched under common law and breached ISDA Master Agreements by their anticompetitive acts. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

The Court supervising the case is the United States District Court for the Southern District of New York. The case is called *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.*, Lead Case No. 14-cv-7126 (JMF).

The entities that are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are Alaska Electrical Pension Fund; Erste Abwicklungsanstalt; Genesee County Employees’ Retirement System; Pennsylvania Turnpike Commission; Portigon AG; City of New Britain, Connecticut; County of Montgomery, Pennsylvania; and County of Washington, Pennsylvania.

The Class Plaintiffs allege, among other things, that the Defendants colluded to manipulate USD “ISDAfix,” a global benchmark reference rate used in the interest rate derivatives market. The Class Plaintiffs allege the Defendants are 14 banks that dominate the market for interest rate derivatives as well as inter-dealer broker ICAP, which administered the ISDAfix-setting process during the Settlement Class Period. In general, the Class Plaintiffs allege the Defendants rigged the ISDAfix rates to secure supra-competitive profits on their derivative positions.

The Class Plaintiffs allege that, during the Settlement Class Period, ISDAfix rates were set and published daily for various currencies and maturities through a two-step process managed by the Defendant ICAP. According to the Class Plaintiffs, the rates were designed to represent the current mid-market rate at a specific time of day for the fixed leg of standard fixed-for-floating interest rate swap. First, beginning at 11:00 a.m., ICAP calculated “reference rates” that were designed to reflect ICAP’s estimate of the average trading rate of USD interest rate swaps at that time. Second, ICAP circulated the reference rates to the Defendant banks, polled each of them as to their actual bid/offer spreads, and then used the responses to calculate published ISDAfix rates.

The Class Plaintiffs further allege the Defendants manipulated both steps of this USD ISDAfix rate-setting process throughout the Settlement Class Period. The Class Plaintiffs allege the Defendants first executed transactions for the purpose of impacting the reference rate and then acted on their agreement to not submit their actual, respective rates but rather to accept the ICAP reference rate regardless of whether it matched their true bid/offer spreads. The Class Plaintiffs also allege the Defendants ultimately made the same submissions nearly every day for multiple years, which is essentially a statistical impossibility.

As a result of the Defendants’ alleged misconduct, the Class Plaintiffs allege that the Defendants caused them (and others) harm. For instance, but without limitation, they allege that transactions with payments linked to ISDAfix rates would have been impacted if ISDAfix rates were set at artificial levels. They also allege that other transactions (e.g., swaps) would have been impacted through the effect that the manipulation had on the pricing of those instruments.

As mentioned above, the Defendants deny engaging in any wrongdoing.

3. Why is this a class action?

A class action is a lawsuit in which a few representative plaintiffs bring claims on behalf of themselves and other similarly situated persons (i.e., the class) who have similar claims against the defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for the class counsel’s fees or litigation expenses. In a class action, attorneys’ fees and litigation expenses are typically paid from the settlement fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.

When a class plaintiff enters into a settlement, such as the proposed settlements with the Settling Defendants here, the Court will require that the members of the class be given notice of the settlements and an opportunity to be heard. The Court then holds a hearing to determine, among other things, if the settlements are fair, reasonable, and adequate to the members of the class.

4. Why are there settlements?

The Court did not decide in favor of the Class Plaintiffs or the Settling Defendants. The Class Plaintiffs and their Court-appointed counsel (“Class Counsel”) thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as the Settling Defendants’ potential defenses. As a result of this investigation, the Class Plaintiffs think they could have won substantial damages at trial. The Settling Defendants think the Class Plaintiffs’ claims lack merit and believe the claims would have been rejected either prior to trial, at trial, or on appeal. The Settling Defendants believe the trial court or an appellate court would have prevented the Class Plaintiffs from litigating the case as a class action. The Settling Defendants do not believe the Class Plaintiffs could have ever proven any damages to the class, in which case the class would receive nothing.

None of those disputed issues were decided with respect to claims against the Settling Defendants. Instead, after engaging in lengthy, detailed, arm’s-length negotiations, the Class Plaintiffs and Settling Defendants agreed to settle the case. The Settling Defendants have agreed to pay a total of \$408.5 million (the “Settlement Fund”) to settle the case. If the settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and Settlement Class Members who submit valid Claim Forms will get compensation. The Class Plaintiffs and their Class Counsel think the settlements are best for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENTS?

5. How do I know if I am part of the settlements?

The Court has preliminarily approved the certification of the Settlement Class consisting of the following:

All Persons or entities who entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period. Excluded from the Settlement Class are Defendants and their employees, affiliates, parents, subsidiaries, and co-conspirators, should any exist, whether or not named in the Amended Complaint, and the United States Government, and all of the Released Parties provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Settlement Class Period is January 1, 2006 to January 31, 2014. If you have received this Notice but the eligible trades were executed on behalf of the ultimate beneficiary(ies), please send this Notice and any accompanying documents to the ultimate beneficiary(ies) or provide the name and address of those ultimate beneficiary(ies) to the Claims Administrator so that they may do so. If you need help, please contact the Claims Administrator.

6. Which ISDAfix Instruments are covered by the settlements?

The settlements relate to USD ISDAfix instruments, which for this settlement include but are not limited to the following:



- Any of the following where denominated in USD or related to USD interest rates: swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes
- Any other financial instruments, products, or transactions related in any way to any ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates

ISDAfix Benchmark Rates are defined as any and all tenors of USD ISDAfix, including any and all USD ISDAfix rates and USD ISDAfix spreads, and any and all “reference rates” distributed as part of the USD ISDAfix submission process.

7. Are there exceptions to being included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or its past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities. Also excluded is any person whose exclusion is otherwise mandated by law.

However, “Investment Vehicles” are not excluded from the Settlement Class. For purposes of the settlements, an Investment Vehicle means any investment company or pooled investment fund, including but not limited to (i) mutual fund families, exchange-traded funds, fund of funds, and hedge funds in which a Defendant has or may have a direct or indirect interest or as to which of its affiliates may act as an investment advisor but of which a Defendant or its respective affiliates is not a majority owner or does not hold a majority beneficial interest, and (ii) any Employee Benefit Plan as to which a Defendant or its affiliates acts as an investment advisor or otherwise may be a fiduciary.

8. What if I’m still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. Call 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.), or visit www.ISDAfixAntitrustSettlement.com for more information.

THE SETTLEMENT BENEFITS

9. What do the settlements provide?

The Settling Defendants will collectively pay the Settlement Class \$408.5 million. The settlement amounts agreed to by each of the Settling Defendants are as follows:

Bank of America	\$ 50,000,000
Barclays	\$ 30,000,000
Citigroup	\$ 42,000,000
Credit Suisse	\$ 50,000,000
Deutsche Bank	\$ 50,000,000
Goldman Sachs	\$ 56,500,000
HSBC	\$ 14,000,000
JPMorgan	\$ 52,000,000
Royal Bank of Scotland	\$ 50,000,000
UBS	\$ 14,000,000

The \$408.5 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Class, claims administration, Court-awarded attorneys' fees and expenses, and incentive awards to the Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Proof of Claim and Release Form.

The Settling Defendants have also agreed to provide confirmatory discovery, which Class Counsel believe has aided and will continue to aid the Class Plaintiffs in pursuing their claims in the Action against the Non-Settling Defendants. The Settling Defendants' confirmatory discovery obligations include, subject to Court orders and applicable law, producing transaction data, document productions, attorney proffers, and witness interviews.

10. Can the Settlement Amount be reduced or the settlements be terminated?

In certain circumstances, each Settling Defendant has the right to request a modification of the Settlement Amount or to terminate the settlement. The right to seek reduction in the Settlement Amount or terminate the settlement is set forth at Paragraph 10 of the Settlement Agreement entered into by each Settling Defendant. If a Settling Defendant asserts that the total Requests for Exclusion represent a material portion of the transactions during the Settlement Class Period that would be eligible for compensation under the settlement and such exclusion(s) would materially reduce the value of the settlement to the Settling Defendant, the Settling Defendant has the option to present the issue to a jointly-selected mediator. In the event the mediator determines some reduction in the Settlement Amount is appropriate, the Settlement Amount may be reduced.

A Settling Defendant may alternately seek to terminate the settlement by making an application for termination to the mediator. Upon such application, the mediator shall determine if the reduction remedy set forth above is not adequate to preserve the essential benefit of the settlement to the Settling Defendant making such application. Should a settlement be terminated, the Parties would revert to their respective status as of the date they executed the Settlement Agreement.

If Settling Defendants do not invoke Paragraph 10 of the Settlement Agreements, all Settlement Funds are "non-reversionary," which means that the Settling Defendants do not have a right to claw back any portion of the Settlement Fund.

11. Will I get a payment?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you are eligible to file a Claim Form to receive your share of money from the settlements. If you do not submit a Claim Form, you will not receive a payment from the settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution currently allocates the Net Settlement Fund into two pools ("A" and "B").

Pool A encompasses ISDAfix Instruments that were directly linked to one or more ISDAfix rates. Pool B will consist of all other ISDAfix Instruments. Pool B's allocation will be further divided among four sub-groups. Pool B.1 encompasses fixed-for-floating interest rate swaps where the floating leg references USD LIBOR as well as the set of interest rate derivatives that provide for the delivery, upon pre-specified conditions, of such interest rate swaps. Pool B.2 encompasses Treasury-fixed income securities or any derivative that allows for delivery of such a Treasury security such as a Treasury futures contract. Pool B.3 encompasses Eurodollar futures contracts or any derivative that provides for delivery of a Eurodollar futures contract such as Eurodollar options. Pool B.4 consists of any ISDAfix Instrument that does not fit into any of the above categories.

Each transaction will only form the basis for a claim against the portion of the Net Settlement Fund assigned to the same pool and sub-group to which that transaction is assigned. The Plan of Distribution will assign relative weights to each eligible transaction based on the following: (a) the amount of money on which the interest payments are based for the transaction (the "Transaction Notional Amount"); (b) the economic sensitivity of the transaction to ISDAfix rates and market swap rates (the "Economic Multiplier"); and (c) the relative degree of risk that claims arising out of that type of transaction may have faced at trial (the "Litigation Multiplier"). The Transaction Claim Amount for a given transaction is thus calculated as Transaction Claim Amount = Transaction Notional Amount x Economic Multiplier x Litigation Multiplier.

Distributions from each pool/sub-group will be made on a pro rata basis after such weighting is complete. For example, your recovery for all your transactions assigned to Pool A will be calculated as (a) the amount of the Net Settlement Fund for Pool A multiplied by (b) the ratio of all your Pool A Transaction Claim Amounts as compared to the total of all Settlement Class Members' Pool A Transaction Claim Amounts.



For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, www.ISDAfixAntitrustSettlement.com or contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.).

12. How can I get a payment?

To qualify for payment, you must submit a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. You may also get a Claim Form electronically through the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it. Claim Forms must be submitted electronically by **July 16, 2018**.

13. When will I receive a payment?

The Court will hold a hearing on **May 30, 2018** to decide whether to approve the proposed settlements. If the Court approves the settlements, there may be appeals after that. It is always uncertain when those appeals can be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

14. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants or the Released Bank Parties about the legal issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Settlement Agreements, upon the Effective Date of the settlements, each of the Releasing Parties (i) shall be deemed to have and by operation of the Final Judgment and Order of Dismissal shall have fully, finally, and forever waived, released, relinquished, and discharged to the fullest extent permitted by law all Released Class Claims against the Released Bank Parties regardless of whether such Releasing Party executes and delivers a proof of claim; (ii) shall forever be enjoined from prosecuting in any forum any Released Class Claim against any of the Released Bank Parties; and (iii) agrees and covenants not to sue any of the Released Bank Parties with respect to any Released Class Claims or to assist any third party in commencing or maintaining any suit against any Released Bank Party related in any way to any Released Class Claims.

"Released Class Claims" is a term defined in the Settlement Agreements. It means "any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released [Bank] Parties, arising from or relating to the factual predicate of the Action, including without limitation: (i) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates; (ii) any purported conspiracy, collusion, racketeering activity, or other improper conduct regarding ISDAfix Benchmark Rates; (iii) any and all conduct related to the setting, submission, or alleged manipulation of ISDAfix Benchmark Rates described in the CFTC Order(s) or of the type described in the CFTC Order(s); (iv) any bidding, offering, or trading by or on behalf of a Released [Bank] Party in any product, including but not limited to interest rate swaps, swap spreads, swap futures, swaptions, Eurodollar futures, and U.S. Treasuries that was intended to or was reportedly or allegedly intended to impact ISDAfix Benchmark Rates or benefit therefrom; and (v) the sharing or exchange of customer information or confidential information, including but not limited to customer identity, trading patterns, net positions, or orders with respect to interest rate swaps or swaptions based on an ISDAfix Benchmark Rate between a Released UBS Party and any other Person or entity through voice, telephone, chat rooms, instant messages, email, or other means. For the sake of clarity, the forgoing release (a) does not release general commercial disputes about ISDAfix Instruments that are not based on the factual predicate of the Action; (b) does not release claims relating to the enforcement of the Settlement; and (c) does not release claims arising out of acts of manipulation that were allegedly undertaken solely for reasons other than to impact ISDAfix Benchmark Rates such as, without limitation, acts allegedly done solely to manipulate the market for U.S. Treasuries around Treasury auctions."

Any further capitalized terms used in this paragraph are defined in the Settlement Agreements, which can be accessed on the website, www.ISDAfixAntitrustSettlement.com.

A description of the claims you are giving up against the Settling Defendants and the Released Parties is also set forth in the Settlement Agreements at Paragraph 7, which may be obtained on the settlement website, www.ISDAfixAntitrustSettlement.com, or by contacting the Claims Administrator at 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.). Unless you exclude yourself, you are “releasing” the claims described herein and in the Settlement Agreements whether or not you later submit a claim.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from these settlements and want to keep the right to sue or continue to sue the Settling Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Class. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Class.

15. What if I do not want to be in the Settlement Class?

If you decide to exclude yourself from or “opt out” of the Settlement Class, you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the claims being resolved by the settlements. However, you will not receive any money from the settlements, and Class Counsel will no longer represent you with respect to any claims against the Settling Defendants. Class Counsel will, however, continue to represent you in the continuing litigation against the Non-Settling Defendants. If you exclude yourself from the Settlement Class of which you are a member, you will be excluding yourself from all 10 settlements. If you want to receive money from the settlements, do not exclude yourself.

16. How do I get out of the settlements?

You can exclude yourself or opt out by sending a written Request for Exclusion to the Claims Administrator. A Request for Exclusion must be (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in the Settlement Class; (e) identify the claim number printed on Claim Form(s) (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *ISDAfix Antitrust Litigation*.” Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot exclude yourself by telephone or email. You must do so in writing and by mail. To be valid, your Request for Exclusion must be postmarked by **April 30, 2018** and mailed to the Claims Administrator at the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

If you ask to be excluded, you will not get any settlement payment, and you cannot comment on or object to the settlements. You will not be legally bound by the settlements or anything that happens in this lawsuit.

17. If I exclude myself, can I get money from the settlements?

No. You will not get any monetary benefits from the settlements if you exclude yourself.

18. If I exclude myself, can I comment on the settlements?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not comment on or object to any aspect of the settlements.



COMMENTING ON OR OBJECTING TO THE SETTLEMENTS

19. How can I tell the Court what I think about the settlements?

If you are a member of the Settlement Class and have not excluded yourself, you can tell the Court what you think about the settlements. You can comment on or object to any part of the settlements, the Plan of Distribution, the request for attorneys' fees and expenses, or the request for incentive awards to the Class Plaintiffs for representing the Settlement Class. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written comment or objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in the Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard as well as all documents or writings that you desire the Court to consider. Proof of membership in the Settlement Class may consist of trade confirmations, transaction reports, account statements, or other documents evidencing membership in the Settlement Class.

You cannot make a comment or objection by telephone or email. To be considered, you must file your objection with the Court by **April 30, 2018** by mailing it to the Court at the following address:

The Honorable Jesse M. Furman
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, NY 10007

If you do not timely submit a comment or objection in the manner stated, your views will not be considered by the Court or any court on appeal.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the three lawyers listed below to represent you and the Settlement Class:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott, Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

These lawyers are called Class Counsel. Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will the lawyers be paid?

To date, Class Counsel have not been paid any attorneys’ fees or reimbursed for any out-of-pocket costs in connection with the litigation. Any attorneys’ fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement Agreements provide that Class Counsel may apply to the Court for an award of attorneys’ fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Class Counsel will move for an award of attorneys’ fees not to exceed 30 percent of the Settlement Fund; reimbursement of litigation costs; and interest on such attorneys’ fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys’ fees and costs are paid. The Class Plaintiffs may also seek incentive awards because of their unique efforts and expense taken on behalf of the Settlement Class. The motion by Class Counsel for attorneys’ fees and costs and incentive awards will be available on the settlement website after the applications are filed on **March 30, 2018**.

The Court will consider Class Counsel’s requests for attorneys’ fees, expenses, and any incentive awards at or after the Fairness Hearing.

THE COURT’S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **3:30 p.m. on May 30, 2018** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, NY 10007. The hearing may be moved to a different date or time without additional notice, so you should check www.ISDAfixAntitrustSettlement.com before making travel plans. At the Fairness Hearing, the Court will consider whether the settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Class Counsel and whether to approve litigation expenses and incentive awards to the Class Plaintiffs. If there are comments or objections, the Court will consider them at this time. At or after the hearing, the Court will decide whether to approve the settlements. We do not know how long this decision will take.

24. Do I need to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend, but this is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written comment or objection. See Question 19 for information on how to file your comment or objection.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not get any money from the settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the legal issues in this case.



GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the settlements. More details are available in the Settlement Agreements. You can get complete copies of the Settlement Agreements at www.ISDAfixAntitrustSettlement.com. The website has answers to common questions about these settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Class and whether you are eligible for a payment. You also may contact the Claims Administrator at 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.), or the following address:

Alaska Electrical Pension Fund et al. vs. Bank of America et al.
c/o Epiq Systems Inc.
P.O. Box 3775
Portland, OR 97208-3775
U.S.A.

DATED: January 18, 2018

BY ORDER OF THE COURT

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ALASKA ELECTRICAL PENSION FUND,
et al.,

Plaintiffs,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

Lead Case No.: 14-cv-7126 (JMF)

PROOF OF CLAIM AND RELEASE FORM



This Form Must be Electronically
Submitted No Later than July 16, 2018.

Alaska Electrical Pension Fund v. Bank of America, N.A.
Lead Case No. 14-cv-7126 (JMF) (S.D.N.Y.)

PROOF OF CLAIM AND RELEASE

I. INSTRUCTIONS

1. If you entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument during the Settlement Class Period, from January 1, 2006 through January 31, 2014, you may be eligible to receive a payment from settlements reached in *Alaska Electrical Pension Fund, et al. v. Bank of America, et al.*, No. 14-cv-7126 (JMF) (S.D.N.Y.) as a member of the Settlement Class.

2. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structure notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

3. The capitalized terms not defined in this Proof of Claim and Release form ("Claim Form") have the same meaning as defined in the Settlement Agreements, all of which are available at www.ISDAfixAntitrustSettlement.com.

4. It is important that you read the Notice of Proposed Settlement of Class Action (the "Notice") that accompanies this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Notice, including the terms of the releases described in the Notice and provided for in the Settlement Agreements.

5. To be eligible to receive a payment from the settlements, you must electronically submit a Claim Form along with the required data described in Section III below. **To be considered timely, your Claim Form must be submitted online to the Claims Administrator by 11:59 p.m. Eastern Time on July 16, 2018.** If you are unable to submit the required data electronically as described below at Section III, you should call the Claims Administrator for further instructions.

6. To submit your Claim Form electronically, visit www.ISDAfixAntitrustSettlement.com for instructions.

7. You are required to submit transaction data to show your eligible transactions in ISDAfix Instruments. The data submission requirements are described below in Section III.

8. You may be required to submit documentation of the transaction data in eligible ISDAfix Instruments that you submit with your Claim Form electronically, which is described below in Section III but only if you are contacted and instructed to do so by the Claims Administrator after you have submitted the Claim Form and required data.

9. Your payment amount will be determined pursuant to the Plan of Distribution that the Court approves based on the Claims Administrator's review of the transaction data and documentation you submit. Submission of a Claim Form does not guarantee that you will receive a payment from the settlements. For more information, please refer to the Notice and Plan of Distribution available at www.ISDAfixAntitrustSettlement.com.

10. Separate Claim Forms should be submitted for each separate legal entity. Conversely, a single Claim Form should be submitted on behalf of one legal entity.

This Form Must be Electronically Submitted No Later than July 16, 2018.

11. Trustees, executors, administrators, custodians, or other nominees completing and signing this Claim Form on behalf of the claimant must also submit the following:

a. A description of the capacity in which they are acting (which must be accompanied by supporting documentation);

b. The name, account number, last four digits of the Social Security number, employer identification number, or taxpayer identification number (or for non-U.S. claimants, a comparable government-issued national identification number), address, and telephone number of the person or entity on whose behalf they are acting; and

c. Evidence of their authority to bind the person or entity on whose behalf they are acting. Authority to complete and sign a Claim Form cannot be established by brokers demonstrating that they only have discretionary authority to trade in another person's accounts.

12. By signing the Claim Form, you will be consenting to the disclosure of, and waiving any protections provided by, any applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to your trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

13. If you have questions concerning the Claim Form or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator.



This Form Must be Electronically Submitted No Later than July 16, 2018.

II. CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications relevant to this Claim Form. If this information changes, please call the Claims Administrator immediately at the phone number listed herein. If you are a trustee, executor, administrator, custodian, or other nominee and are completing and signing this Claim Form on behalf of the claimant, you must attach documentation showing your authority to act on behalf of the claimant (see Section I.II. of the Claim Form, above).

Section 1 – Claimant Information

Beneficial Owner's First Name MI Beneficial Owner's Last Name

Co-Beneficial Owner's First Name MI Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner[s] listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City State ZIP Code/Postal Code (if outside U.S.)

Province/Region (if outside U.S.)

Country

Last 4 Digits of Claimant Tax ID (For most U.S. claimants, this is the last 4 digits of their individual Social Security number, employer identification number, or taxpayer identification number. For non-U.S. claimants, enter the last 4 digits of a comparable government-issued identification number.)

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Section 2 – Authorized Representative Information

Name of the Person You Would Like the Claims Administrator to Contact Regarding this Claim (if different from the claimant name listed above)

First Name MI Last Name

Telephone Number (home or cell) - - Telephone Number (work) - -

Email Address (If you provide an email address, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

This Form Must be Electronically Submitted No Later than July 16, 2018.

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III. REQUIREMENTS FOR PROOF OF TRANSACTIONS

Claimants must electronically submit their Claim Form along with the required information about their transactions at www.ISDAfixAntitrustSettlement.com. The data requirements for claimants are as follows:

1. TRANSACTION DATA REQUIREMENTS

Information about your ISDAfix Instrument transactions must be electronically submitted in the form of the electronic data template, which is available at www.ISDAfixAntitrustSettlement.com. Claimants should submit all their transactions in ISDAfix Instruments, including transactions they entered into, received or made payments on, settled, terminated, transacted in, or held during the Settlement Class Period.

a. "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest-rate-linked structured notes, and digital and callable range accrual notes where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

b. The Settlement Class Period is January 1, 2006 through January 31, 2014.

2. YOU DO NOT NEED TO SUBMIT ANY ADDITIONAL DOCUMENTATION OF TRANSACTIONS AT THIS TIME BUT MAY NEED TO DO SO IF CONTACTED BY THE CLAIMS ADMINISTRATOR.

If contacted by the Claims Administrator after electronically submitting the Claim Form and required data, claimants may be required to electronically submit documentation of the transactions they previously submitted under requirement 1, set forth above. Such documentation would be from one or more of the following sources, so you should retain any such records in case you need to submit them to the Claims Administrator in the future:

- a. Bank confirmations by individual trade;
- b. Bank transaction reports or statements;
- c. Trading venue transaction reports or statements;
- d. Prime broker reports or statements;
- e. Custodian reports or statements;
- f. Daily or monthly account statements; and/or
- g. Other documents evidencing transactions in ISDAfix Instruments.

IV. CLAIMANT'S CERTIFICATION & SIGNATURE

SECTION 1: CERTIFICATION

BY SIGNING AND SUBMITTING THIS CLAIM FORM, CLAIMANT OR CLAIMANT'S AUTHORIZED REPRESENTATIVE CERTIFIES AS FOLLOWS:

- 1. I (we) have read the Notice and Claim Form, including the descriptions of the releases provided for in the Settlement Agreements;
- 2. I (we) am (are) a member of the Settlement Class and am (are) not one of the individuals or entities excluded from the Settlement Class;
- 3. I (we) have not submitted a Request for Exclusion;
- 4. I (we) have made the transactions included in the data submitted with this Claim Form and have not assigned the claims against the Released Parties to another;



This Form Must be Electronically Submitted No Later than July 16, 2018.

- 5. I (we) have not submitted any other claim in this Action covering the same transactions and know of no other person having done so on his/her/its/their behalf;
- 6. I (we) submit to the jurisdiction of the Court with respect to my (our) claim and for purposes of enforcing the releases set forth in any Final Judgments and Orders of Dismissal that may be entered in the Action;
- 7. I (we) agree to furnish such additional information with respect to this Claim Form as the Claims Administrator or the Court may require; and
- 8. I (we) acknowledge that I (we) will be bound by and subject to the terms of any Final Judgments and Orders of Dismissal that will be entered in the Action if the Settlement Agreements are approved.

SECTION 2: SIGNATURE

PLEASE READ THE RELEASE, CONSENT TO DISCLOSURE AND CERTIFICATION, AND SIGN BELOW.

I (we) acknowledge that, as of the Effective Date of the settlements, pursuant to the terms set forth in the Settlement Agreements and by operation of law and the Final Judgments and Orders of Dismissal, I (we) shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged all Released Claims (as defined in the Settlement Agreements) and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Parties (as defined in the Settlement Agreements).

By signing and submitting this Claim Form, (i) I (we) consent to the disclosure of information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process; and (ii) I (we) waive any protections provided by applicable bank secrecy, data privacy law, or any similar confidentiality protections with respect to information relating to my (our) trades in ISDAfix Instruments from January 1, 2006 through January 31, 2014 for use in the claims administration process.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

Date

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MM DD YY

Print Name of Claimant (if Beneficial Owner is an individual filing on his or her own behalf)

Signature of Authorized Representative Completing Claim Form (if any)

Date

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MM DD YY

Print name of Authorized Representative Completing Claim Form (if any)

Capacity of Authorized Representative (if other than an individual [e.g., trustee, executor, administrator, custodian, or other nominee])

REMINDER: YOUR CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON JULY 16, 2018.

The enclosed documents are available in German, Chinese, French, Japanese, Spanish, Italian, Korean, Russian, Dutch, Malay, Turkish and Polish. To view the enclosed documents in one of these languages, please visit the settlement website, www.ISDAfixAntitrustSettlement.com, or contact the Claims Administrator by email at info@ISDAfixAntitrustSettlement.com.

Die angehängten Dokumente sind auf Deutsch, Chinesisch, Französisch, Japanisch, Spanisch, Italienisch, Koreanisch, Russisch, Niederländisch, Malaiisch, Türkisch und Polnisch verfügbar. Besuchen Sie bitte die Vergleichs-Website www.ISDAfixAntitrustSettlement.com oder kontaktieren Sie den Vergleichsverwalter per E-Mail unter info@ISDAfixAntitrustSettlement.com, um die angehängten Dokumente in einer dieser Sprachen anzuzeigen.

Los documentos adjuntos están disponibles en alemán, chino, francés, japonés, español, italiano, coreano, ruso, holandés, malayo, turco y polaco. Para ver los documentos adjuntos en uno de estos idiomas, visite el sitio web del Acuerdo, www.ISDAfixAntitrustSettlement.com, o comuníquese con el Administrador de Reclamos por correo electrónico a info@ISDAfixAntitrustSettlement.com.

Les documents ci-joints sont disponibles en allemand, chinois, français, japonais, espagnol, italien, coréen, russe, néerlandais, malais, turc et polonais. Pour consulter les documents ci-joints dans l'une de ces langues, veuillez visiter le site Web du règlement, www.ISDAfixAntitrustSettlement.com, ou contacter l'administrateur des réclamations par e-mail à l'adresse : info@ISDAfixAntitrustSettlement.com.

I documenti allegati sono disponibili in lingua tedesca, cinese, francese, giapponese, spagnola, italiana, coreana, russa, olandese, malese, turca e polacca. Per visualizzare la versione di tali documenti in una di queste lingue, è possibile visitare il sito degli accordi www.ISDAfixAntitrustSettlement.com o contattare il Claims Administrator scrivendo un'e-mail all'indirizzo info@ISDAfixAntitrustSettlement.com.

同封書類はドイツ語、中国語、フランス語、日本語、スペイン語、イタリア語、韓国語、ロシア語、オランダ語、マレー語、トルコ語、およびポーランド語でもご利用いただけます。これらのいずれかの言語で同封書類をご覧になるには、和解に関するウェブサイト(www.ISDAfixAntitrustSettlement.com)にアクセスしていただくか、メールで請求管理者(info@ISDAfixAntitrustSettlement.com)までお問い合わせください。

첨부 문서는 독일어, 중국어, 프랑스어, 일본어, 스페인어, 이탈리아어, 한국어, 러시아어, 네덜란드어, 말레이어, 터키어, 폴란드어로 확인하실 수 있습니다. 첨부 문서의 해당 언어 버전을 확인하려면 합의 웹사이트 www.ISDAfixAntitrustSettlement.com을 방문하거나 이메일 info@ISDAfixAntitrustSettlement.com으로 청구 관리자에게 문의하십시오.

Dokumen yang disertakan boleh didapati dalam bahasa Jerman, Cina, Perancis, Jepun, Sepanyol, Itali, Korea, Rusia, Belanda, Melayu, Turki dan Poland. Bagi melihat dokumen yang disertakan dalam salah satu bahasa ini, sila layari laman web penyelesaian (settlement), www.ISDAfixAntitrustSettlement.com, atau hubungi pihak Pentadbir Tuntutan melalui e-mel di info@ISDAfixAntitrustSettlement.com.

De bijgesloten documenten zijn verkrijgbaar in het Duits, Chinees, Frans, Japans, Spaans, Italiaans, Koreaans, Russisch, Nederlands, Maleis, Turks en Pools. Om de bijvoegde documenten in een van deze talen te bekijken, gaat u naar de schikkingswebsite: www.ISDAfixAntitrustSettlement.com. U kunt ook per e-mail contact opnemen met de claimbeheerder op info@ISDAfixAntitrustSettlement.com.

Załączone dokumenty dostępne są w następujących językach: niemiecki, chiński, francuski, japoński, hiszpański, włoski, koreański, rosyjski, holenderski, malajski, turecki i polski. Aby zobaczyć załączone dokumenty w jednym z tych języków, należy odwiedzić stronę internetową poświęconą ugodom, www.ISDAfixAntitrustSettlement.com lub skontaktować się z Administratorem ds. roszczeń ugodowych pod adresem info@ISDAfixAntitrustSettlement.com.

Прилагаемые документы переведены на немецкий, китайский, французский, японский, испанский, итальянский, корейский, русский, голландский, малайский, турецкий и польский языки. Чтобы просмотреть прилагаемые документы на одном из этих языков, зайдите на веб-сайт урегулирования по адресу www.ISDAfixAntitrustSettlement.com, или обратитесь к претензионисту по электронной почте info@ISDAfixAntitrustSettlement.com.

Ekteki belgeler Almanca, Çince, Fransızca, Japonca, İspanyolca, İtalyanca, Korece, Rusça, Felemenkçe, Malay, Türkçe ve Lehçe dillerinde mevcuttur. Ekteki belgeleri bu dillerden birinde görüntülemek için, lütfen uzlaşma web sitesini www.ISDAfixAntitrustSettlement.com ziyaret edin veya Talep Yöneticisiyle info@ISDAfixAntitrustSettlement.com üzerinden iletişim kurun.

所附文档可提供德语、中文、法语、日语、西班牙语、意大利语、韩语、俄语、荷兰语、马来语、土耳其语和波兰语版本。如需查看其中一种语言的所附文档，请访问和解网站 www.ISDAfixAntitrustSettlement.com，或者发送电子邮件至 info@ISDAfixAntitrustSettlement.com 联系索赔管理人。



Attachment 3

You May Be Affected by Class Action Settlements.

For the purposes of these settlements, "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes, where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

THIS NOTICE

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Attachment 4

COMPANIES

Amazon strives to put checkouts on the shelf

Futuristic convenience shop that dispenses with cashiers and queues reshapes the look of bricks-and-mortar retailing

LESLIE HOOK — SEATTLE
ANNA NICOLAOU — NEW YORK

Five years ago Amazon started working on a secret project: how to eliminate the checkout queue in stores. Amazon executives reasoned that most other aspects of physical shopping had been almost perfected, except for one thing — nobody likes waiting.

The result of that project is Amazon Go, a futuristic convenience store where shoppers are tracked by hundreds of video cameras on the ceiling and a computer algorithm that tallies up their bill when they exit. Amazon calls this “just walk out” shopping, because there is no counter and no queue, just a few turnstiles and the bill is charged to a customer’s Amazon account.

The store, which has been in testing since December 2016 and opens to the public today, represents Amazon’s most provocative effort to reshape the future of bricks-and-mortar retail.

Located on the ground floor at the centre of Amazon’s campus in Seattle, the shop displays posters advertising the “just walk out” shopping experience and each receipt comes with a so-called trip timer that tells customers how long they have been shopping. The items for sale are similar to what might be found in a delicatessen or a corner shop and has an in-store kitchen that prepares fresh sandwiches and salads.

Amazon was founded as an online-only bookshop, but its aggressive push into physical retail has surprised — and alarmed — many of its retail competitors. The company operates 13 bricks-and-mortar bookshops, several grocery pick-up points and, since a \$13.7bn acquisition last year, hundreds of Whole Foods stores across the US.

However, the complexity of the Amazon Go store’s design means it is currently more of an experimental concept rather than a mature technology that can be easily and cheaply replicated. The store was supposed to open to the public in the spring of 2017 but was delayed amid reports that it was not working as expected.

Dilip Kumar, who oversees the technology behind the Amazon Go store, says: “Five years ago when we started this, we said: ‘can we push the boundaries of computer vision and machine learning to create this effortless experience for customers to come in, take what they want, and leave?’”

Mr Kumar points to the cameras that nearly blanket the ceiling, and explains that there are also weight sensors on the shelves, which are less useful as different items can have the same weight. “The holy grail is video understanding,” he says. “To be able to understand and interpret and know exactly what is happening. Doing this at scale and getting transaction-level accuracy is what makes this challenging.”

He explains that the algorithm has struggled when the store gets crowded. “It is much more convoluted when you have 50 people picking up multiple items or browsing,” he says. “They are occluded, they occlude each other, items are getting occluded, and the items are small.”

The tech team has been improving

Touch and go



Revolution in store: shoppers enter the Amazon Go outlet by using a smartphone app to scan a code linked to their Amazon account — Jenny Riffle

the algorithm so that it is trained to handle large numbers of shoppers and also the occasions when customers partially cover an item with a hand as they take it from a shelf. To help make identification easier, certain items have a special dot code — similar to a bar code but designed with circles and diamonds — that makes it easier for a camera to read from a distance.

Mr Kumar says that the technology is “very, very accurate”, but declines to specify when the company might open other Amazon Go stores. He says the company has “no plans” to introduce checkout-free shopping in Whole Foods stores, or in the Amazon bookshops. Nevertheless, rivals are investing in similar technologies as they battle for a share of the US grocery business. Kroger, the largest standalone US grocery

Walmart, which derives half of its \$500bn annual sales from food, is testing shopping without cashiers

chain, is rolling out its own take on the cashier-free experience this year.

Visitors to a Kroger supermarket will be able to scan the bar codes of food on their smartphone as they walk through the aisles, and pay at a self-checkout machine upon leaving the store. The company says it will introduce this technology to 400 of its 2,700 stores in 2018.

Walmart, which derives half of its \$500bn annual sales from food, is testing shopping without cashiers in places including Dallas and Orlando.

The company says that by the end of this month, 100 of its supermarkets will allow customers to buy groceries through a smartphone app — and their only interaction with a human will be when they show their digital receipt to an employee before walking out the shop door.

Doug McMillon, chief executive of Walmart, has referred to himself as a “gadget-guy” and promised to mould Walmart into more of a tech company.

At a conference last week he summed up the challenge for retailers: “All around the world, people want to save money and they want to save time.”

ing time for the documents was about a fifth of a paper-based process.

Other benefits include the ability to monitor the operation’s progress in real time, data verification, and the reduced risk of fraud. “The cost benefits are significant,” said Anthony van Vliet, ING’s global head of trade commodity finance, who noted that an earlier test with an oil trader gave savings of 25-30 per cent.

Louis Dreyfus and ING said the widespread adoption by leading agricultural



Commodity dealers hope blockchain will lead to faster, cheaper trading

traders, financing banks and other bodies in the supply chain would be crucial for a blockchain trading system to take off.

“For the new platform to work, we will need to design an industry standard which will bring together the main players of the agricultural commodity space,” said Mr Serpollet.

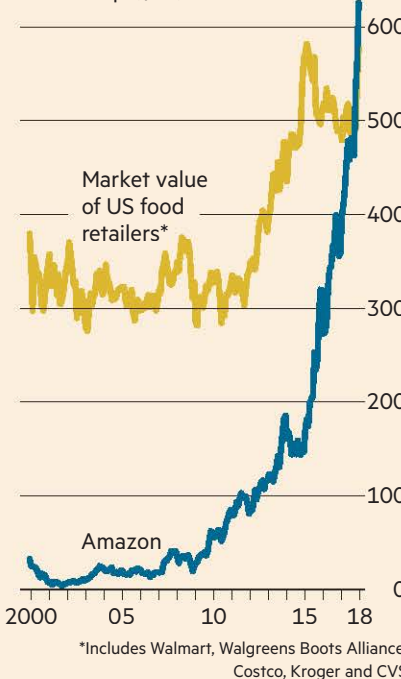
The blockchain-based platform used for the transaction was employed last year for an oil cargo deal involving Mercuria and the banks ING and Soc Gen. Energy groups including BP and Shell, trading houses such as Gunvor and Mercuria, and financing banks later formed a consortium to further develop the blockchain-based platform.

Elsewhere, BP has been experimenting with a blockchain-based program alongside Eni, the Italian oil company, and Wien Energie, of Austria, while Cargill, the food group, is operating a pilot blockchain technology to track the provenance of its turkeys, providing consumers with information on where individual birds were raised.

In other sectors, the Australian Securities Exchange is planning to use blockchain technology to clear and settle equity transactions; leading US investment banks have been experimenting with using the technology for equity swaps, while AP Moller-Maersk, the Danish shipping group, is using it in marine insurance contracts.

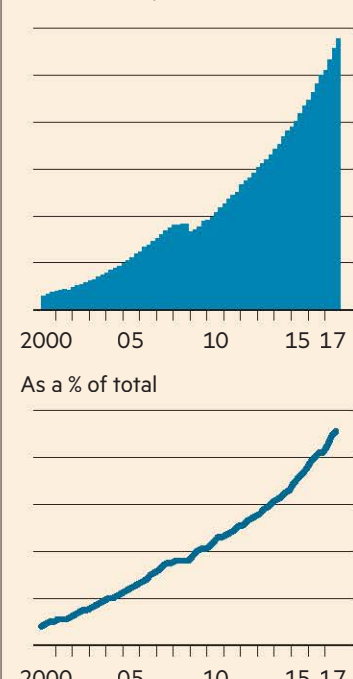
Amazon's unstoppable growth

Market cap (\$bn)



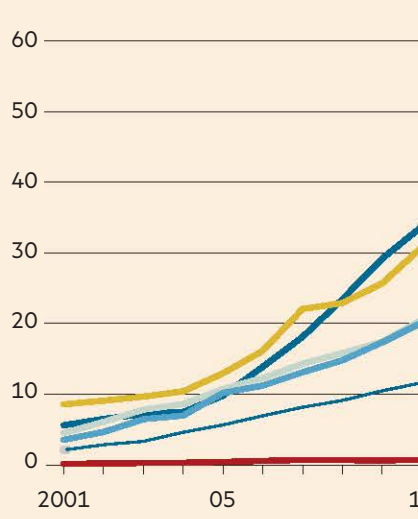
US ecommerce sales surge

Ecommerce (\$bn)



Opportunity at the supermarket

Online sales as % total



Sources: Thomson Reuters Datastream; US Census Bureau

Legal Notices

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Risk

RISK MANAGEMENT • DERIVATIVES • REGULATION

Sefs

Bloomberg vs Tradeweb, round 2

Basel III

Nordic and Dutch banks lose out

Risk culture

It's important, but...

Cutting edge

Pathwise XVA Greeks

Risk.net January 2018



Loan danger

Soaring Fed Home Loan Bank borrowings spark systemic risk fears

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CLOSED-END FUNDS

Listed are the 300 largest closed-end funds as measured by assets under management. The limited number of shares and invest the proceeds in securities. Unlike open-end funds, closed-end funds generally do not buy their shares back from investors who wish to cash in their holdings. Instead, fund shares trade on a stock exchange. NA signifies that the information is not available or not applicable. NS signifies fund not in existence of entire period. 12 month yield is computed by dividing income dividends paid (during the previous twelve months) for periods ending at month-end or during the previous fifty-two weeks for periods ending at any time other than month-end by the latest month-end market price adjusted for capital gains distributions.

Source: Lipper
Friday, January 19, 2018

Table with columns: Fund (SYM), NAV, Close/Disc, Prem Ttl Ret, 52wk Ttl Ret. Includes sections for General Equity Funds, Specialized Equity Funds, and Income Preferred Stock Funds.

Table with columns: Fund (SYM), NAV, Close/Disc, Prem Ttl Ret, 52wk Ttl Ret. Continuation of fund listings from the previous table.

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Table with columns: CLASS ACTIONS, LEGAL NOTICE. Includes a notice about ISDAfix instruments.

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DEA

LEGAL NOTICE

The U.S. Dept. of Justice, Drug Enforcement Administration (DEA) New York gives notice that the property listed below has been abandoned to the custody of the United States and has remained unclaimed. The property shall be held for 30 days from the date of initial publication of notice. Upon expiration of this 30 day period title to the property will vest in the United States. Any person desiring to claim this property must file with the DEA within 30 days. Claims may be filed at the following address: 99 Tenth Ave., NY, NY 10011. Last date to file: 02/05/2018. Group D-34, CI-91-0185. Property one (1) 42 gauge Ithaca shotgun "Deerslayer" model. Serial # 735722. Date seized: 03/12/1992. Location: 2949 W. 23rd St., Apt. 2P, Brooklyn, NY. Group D-34, CI-91-0185. Property one (1) sawed off shot gun "Belgio J56" model. Serial # 01004. Date seized: 03/11/1992. Location: 3310 Bayview Ave., Brooklyn, NY. Group D-34, CI-91-0185. Property one (1) Smith and Wesson .357 magnum Revolver. Serial # 38K4621. Date seized: 03/11/1992. Location: 3310 Bayview Ave., Brooklyn, NY. Group D-34, CI-91-0185. Property one (1) 32 caliber S&W Long, H&R model Revolver. Serial # AX109466. Date seized: 08/07/1992. Location: 2940 West 31st St., Apt. 196, Brooklyn, NY. Group D-34, CI-91-0185. Property one (1) Type 38 Japanese 6.5 Caliber Rifle. Serial # 32920. Date seized: 08/07/1992. Location: 2937 West 33rd St., Apt. 9B, Brooklyn, NY. Group D-34, CI-91-0185. Property one (1) Sturm, Ruger & Co. Inc., .357 Caliber Revolver. Serial # 157-01928. Date seized: 03/01/2011. Location: 73 Jay Street, Bardonia, NY. Group D-21, CI-03-0197. Property one (1) Colt Match Target H&B, .223 Rifle. Serial # OHW40963. Date seized: 10/04/2004. Location: Ulster District Attorney's Office, Ulster, NY. Group D-21, CI-03-0301. Property one (1) black long Rifle. AK 47 Style, Cal. 6.2x39mm. Serial # S1-17754-2000. Date seized: 08/11/2003. Location: 612 W. 178th St. apt. 23, 2nd floor, NY, NY. Group T-21, CF-99-0091. Property one (1) black Astra 9mm .380I semi-auto handgun. Serial # 1075430. Date seized: 03/23/2000. Location: Valsburg Terrace and Myrtle Avenue, Irvington, NJ. Group D-24, CI-14-0171. Property one (1) Smith and Wesson Sigma pistol. Serial # DSL3061. Date seized: 08/20/2014. Location: 347 East 118th St., NY, NY. Group T-42, CF-06-0116. Property one (1) High Point Semi-Automatic .40 Cal handgun. Serial # 126055. Date seized: 08/25/2006. Location: 611 West 156th Street, Apt. 22, NY, NY.

THE WALL STREET JOURNAL

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A Week in the Life of the DJIA

A look at which of the Dow Jones Industrial Average component stocks did in the past week and how much each moved the index. The DJIA gained 268.53 points, or 1.04%, on the week. A \$1 change in the price of any DJIA stock is = 6.89-point change in the average. To date, a \$1,000 investment on Dec. 31 in each current DJIA stock component would have returned \$31,347, or a gain of 4.49%, on the \$30,000 investment, including reinvested dividends.

Table showing stock performance for the week, including columns for Pct chg, Stock price, Point chg, Company, Symbol, Close, and \$1,000 Invested (year-end '17).

INSIDER-TRADING SPOTLIGHT

Trading by "insiders" of a corporation, such as a company's CEO, vice president or director, potentially conveys new information about the prospects of a company. Insiders are required to report large trades to the SEC within two business days. Here's a look at the biggest individual trades by insiders, based on data received by Thomson Financial on January 19, and year-to-date stock performance of the company.

KEY: B: beneficial owner of more than 10% of a security class CB: chairman CEO: chief executive officer CFO: chief financial officer CO: chief operating officer D: director DO: director and beneficial owner GC: general counsel H: officer, director and beneficial owner I: indirect transaction filed through a trust, insider spouse, minor child or OR: officer OD: officer and director P: president UT: unknown VP: vice president Excludes pure options transactions

Biggest weekly individual trades

Based on reports filed with regulators this past week

Table with columns: Date(s), Company, Symbol, Insider, Title, No. of shrs in trans (000s), Price range (\$), Value in transaction (\$ '000s), Close (\$), Ytd (%)

Buyers

Table with columns: Date, Company, Symbol, Insider, Title, No. of shrs in trans (000s), Price range (\$), Value in transaction (\$ '000s), Close (\$), Ytd (%)

Sellers

Table with columns: Date, Company, Symbol, Insider, Title, No. of shrs in trans (000s), Price range (\$), Value in transaction (\$ '000s), Close (\$), Ytd (%)

General Equity Funds

Specialized Equity Funds

Income Preferred Stock Funds

Convertible Sec's Funds

Global Equity Funds

U.S. Mortgage Bond Funds

Loan Participation Funds

High Yield Bond Funds

Other Domestic Taxable Bond Funds

Other Domestic Taxable Bond Funds

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Sources: Thomson Financial; WSJ Market Data Group

Extended Siege on Afghan Hotel Caps Violent 24 Hours Within Region

From Page A1

The attack was the second in eight years at the 200-room Intercontinental Hotel, located on top of a hill. The Afghan carrier Kam Air said that six of its employees from Ukraine were killed, along with two from Venezuela.

The airline connects parts of the country where travel by road is increasingly impossible. It flies decrepit planes that sometimes bear the marks of their many previous lives: exit signs in Swahili; emergency instructions in Russian.

Kam Air canceled several flights on Sunday, according to Farid Peykar, the company's vice president, who added that operations would be affected for days to come as the carrier tries to attend to the shock and concern of its staff members.

Among the dead were Afghans including Ahmad Farzan, a 34-year-old religious scholar turned peace activist. Mr. Farzan had left his three young daughters in Kandahar to come to Kabul to teach university classes and work at the country's High Peace Council, a body exploring negotiations with the Taliban.

He often appeared as an analyst on local television, and he was critical of the difficult regional dynamics that choke any hopes of Afghan peace. But he had begun the new year with a message of hope, posting on his Facebook page:

*"Life is beautiful
One day, one hour, one minute
will never return.
Then, please, stay away from violence
avoid frustrations
speak of love."*

Carnage and Confusion

The Taliban, usually quick to claim attacks, did not issue a statement declaring its responsibility for the assault on the Intercontinental Hotel until 14 hours after the siege began. At least two senior Afghan officials said the country's intelligence agency had received reports that the Haqqani Network, a particularly brutal

arm of the Taliban, had planned the attack.



Security forces on Sunday near the Intercontinental Hotel in Kabul, Afghanistan, the site of a 14-hour gun battle with assailants.

arm of the Taliban, had planned the attack.

"The attack was carried out by #Pakistan based Haqqani Terrorist Network," Javid Faisal, a spokesman for the Afghan government's chief executive, said on Twitter.

Mr. Danish, the Interior Ministry spokesman, said six assailants armed with grenades and AK-47s had entered the hotel through the kitchen around 9 p.m. on Saturday. Most of the rooms were occupied, with at least 100 guests of the Ministry of Communications and Information Technology staying there for a conference.

Helicopters and drones circled above the hotel for hours while guests hid inside, many cowering under beds or in toilet stalls. Television footage showed guests trying to climb out of windows with the help of makeshift ropes. The elite forces that arrived at the scene rescued 160 guests, including 41 foreigners.

"Our investigation teams are searching and working room by

room to find out exact casualties and information," Mr. Danish said.

There was much confusion about when the operation ended. At first, the authorities declared the siege over around 9 a.m., saying all four assailants had been killed. But a New York Times reporter at the scene continued to hear explosions and gunfire, which security officials said was part of a "clearance operation." When the Interior Ministry later said there had actually been six assailants, it became clear that two had been missed in their initial sweep.

"We tried to proceed with caution to avoid harming guests who hid in the rooms and locked the doors against the attackers," said Maj. Gen. Afzal Aman, commander of the Kabul Garrison, which is responsible for security in the capital.

A Barricaded City

In a room on the second floor of the hotel, Haji Saheb Nazar, 45, an employee of Afghan Telecom,

spent the night huddled in a bathroom, afraid to leave. After sunrise, he spoke on his cellphone in a whisper, nearly in tears. "It's still going on, upstairs and downstairs," he said. "I don't know what's happening."

"My family is so worried about me, and they keep calling me," he said. "I don't know what's going on outside and how many of them are in the hotel. But if they are only four, why can't police kill or arrest them?"

Mukhtar, 50, an Afghan who uses only one name, spent the night on the street outside the hotel, repeatedly calling his 24-year-old son, Zaiurahman, who works inside as a security guard. He got no answer until shortly after sunrise on Sunday.

"He said he was safe. I was really happy and cried," Mukhtar said. "From midnight until now I've been waiting here, and now I just want to hug him and kiss him when he comes out."

This is not the first time a popular hotel has been the target of an attack in a city that is increasingly

barricaded, with blast walls that grow ever taller.

The Intercontinental was attacked by insurgents in 2011; 21 people were killed, including nine assailants, and many others wounded before the Afghan authorities, with substantial assistance from international military forces, managed to bring an end to the violence.

The hotel was once part of the chain of Intercontinental Hotels, but is now government owned.

Other hotels have also been targeted. The Serena Hotel, a luxury establishment in Kabul, has been struck three times, including an attack in 2014 that killed nine. In that assault, Taliban gunmen hid small pistols in the soles of their shoes to evade heavy security, then entered the restaurant and killed guests at close range, including a well-known Afghan journalist, his wife and all but one of his children. The events led to an unusual apology for what the Taliban called a "mistake."

In 2015, the Park Palace hotel in downtown Kabul was the site of an

attack that killed at least 15 people, including one American.

Increasing Violence

The latest Kabul attack comes amid intensifying violence around the country. In the northern province of Balkh, which has been at the center of a recent political showdown with the central government, at least 18 people were killed in an attack by the Taliban late Saturday, most of them members of a local police militia, officials there said.

Nazar Gul Sholgarai, a commander of the local militia, said the men had been lured to a dinner reception where a Taliban infiltrator had paved the way for the attack. He said a delegation had returned with samples of the meat served at the dinner to see if the men had been poisoned before they were shot.

"The bodies are still lying there, we haven't buried them — we are chasing after the Taliban footsteps," Mr. Sholgarai said. "The Taliban had come on six horses and four donkeys."

Separately, in the western province of Herat, a Toyota Corolla carrying laborers struck a roadside bomb, leaving at least eight dead, said Abdul Ahad Walizada, a spokesman for the province's police.

In the neighboring province of Farah, the Taliban have been tightening their presence around the provincial capital, Farah City, for weeks. The group has repeatedly staged attacks on the margins of the city, where militants' efforts to advance are often deterred by airstrikes.

The security forces have suffered heavy casualties in the province over the past month, according to members of the provincial council. Late Saturday, a Taliban roadside bomb killed Col. Gulbahar Mujahid, the province's deputy police chief, and wounded two of his officers as they were traveling in Humvees during an operation.

"The fighting was inside Farah City and it continued the whole night, which make us stay awake and terrified," said Abdul Rahman, a resident of Farah City. "We thought the Taliban would be all around in the city in the morning, but we found security forces around. The bazaar is not functioning due to last night's fighting and heavy security presence in the city."



Greeks protesting in Thessaloniki on Sunday against the use of the name Macedonia.

Greece, Macedonia and a Name Dispute

By NIKI KITSANTONIS

ATHENS — Tens of thousands of people gathered in Greece's second city, Thessaloniki, on Sunday to protest the inclusion of the word "Macedonia" in the name of the neighboring former Yugoslav republic amid talks by the two nations to resolve the longstanding dispute.

Drawing what the police estimated at 90,000 people, the rally was the first major protest since Greece and the Republic of Macedonia agreed to join United Nations-mediated talks this month to settle the 25-year disagreement. Organizers say further rallies are planned.

Many Greeks argue that the name Macedonia implies a territorial claim to a region in the north of Greece with the same name; Thessaloniki is its capital.

Greece has blocked attempts by Macedonia to join NATO and the European Union. NATO's secretary general, Jens Stoltenberg, told officials last week in Skopje, the Republic of Macedonia's capital, that the name dispute with Greece must be resolved before the Balkan country can join the alliance.

Exploratory talks between representatives from the two countries, mediated by the United Nations diplomat Matthew Nimetz, began last week. Leaked reports of the solutions being discussed led to vehement speculation and no

shortage of nationalist rhetoric in Greece.

On Sunday, right-wing politicians joined Greek citizens waving flags. Some demonstrators wore traditional island clothing. Others dressed as Alexander the Great, the ancient Greek warrior king whose realm was centered in the region. Lawmakers from Greece's extreme-right Golden

In Thessaloniki, a rally draws thousands in a 25-year-old fight.

Dawn party were in attendance, as were a handful of hard-line clerics.

Earlier in the day, Bishop Anthimos of Thessaloniki urged Greeks to join the rally. "Demonstrate, my brothers," he told worshippers at a church in the northern city.

Although turnout was larger than expected, the crowd was a fraction of that in 1992, when around a million people took to the streets of Thessaloniki. Those protests came after the Balkan state broke away from Yugoslavia and named itself the Republic of Macedonia. After the upheaval in Greece, the country joined the United Nations in 1993 under the

name the Former Yugoslav Republic of Macedonia.

The 1992 rally was backed by the Greek Orthodox Church, which distanced itself from Sunday's demonstration, notwithstanding the presence of some radical clerics.

Last week Ieronymos II, the archbishop of Athens and All Greece, told Prime Minister Alexis Tsipras that "what is needed now is not protests and cries, but national unity."

Mr. Tsipras, who is expected to meet with his Macedonian counterpart, Zoran Zaev, on the sidelines of a summit meeting next week in Davos, Switzerland, said in an interview with the center-left Greek newspaper Ethnos published on Sunday that he understood Greeks' sensitivities over the name talks.

"But it is not unreasonable to have the term Macedonia included in a compound name, with either a geographical or a chronological qualifier, for all uses," he said, "to make absolutely clear that nobody is claiming other people's land or history."

His junior coalition partner, Panos Kammenos, has a different view. Mr. Kammenos, who apart from leading the right-wing Independent Greeks party is also the country's defense minister, has insisted that the word Macedonia must not be part of its neighbor's name.

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Settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay \$408.5 million (the "Settlement Fund"). The United States District Court for the Southern District of New York ("Court") authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlements. Approval of these settlements by the Court will resolve this lawsuit in its entirety with respect to Settling Defendants.

WHO IS A SETTLEMENT CLASS MEMBER?

Subject to certain exceptions, the Settlement Class includes all persons or entities (together, "Persons") who, from January 1, 2006 through January 31, 2014, entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument, as defined above.

If you are unsure if you are a Settlement Class member, more information, including a detailed notice, is available at www.ISDAfixAntitrustSettlement.com or by calling 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.)

The Court has appointed the lawyers listed below to represent the Settlement Classes in this lawsuit:

Daniel L. Brockett Quinn Emanuel Urquhart & Sullivan, LLP 51 Madison Avenue, 22nd Floor New York, NY 10010	David W. Mitchell Robbins Geller Rudman & Dowd, LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Christopher M. Burke Scott+Scott, Attorneys at Law, LLP 707 Broadway, Suite 1000 San Diego, CA 92101
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WILL I GET A PAYMENT?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you will be eligible to file a proof of Claim Form. The amount of your payment will be determined by a Plan of Distribution. Details about the Plan of Distribution are available at www.ISDAfixAntitrustSettlement.com. A date for distribution of the Settlement Fund has not been set. Proof of claim forms must be submitted by **July 16, 2018**.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

If you are a Settlement Class Member and do not opt out, you will release certain legal rights against the Settling Defendants and the Released Parties, as explained in the detailed notice and settlement agreements, available at www.ISDAfixAntitrustSettlement.com. If you do not want to take part in the proposed settlements, you must opt out by **April 30, 2018**.

You may, but do not have to, comment on or object to the proposed settlements, the Plan of Distribution, or Class Counsel's application to the Court for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs for representing the Settlement Class. To do so, you must file your comments or objections by **April 30, 2018**.

Information on how to opt out or file comments or objections is in the detailed notice and at www.ISDAfixAntitrustSettlement.com

WHEN IS THE FAIRNESS HEARING?

The Court will hold a hearing on May 30, 2018, at 3:30 pm, at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, New York 10007 to consider whether to approve the proposed settlements, the Plan of Distribution, and Class Counsel's application for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs. You or your lawyer may ask to appear and speak at the hearing at your own expense, but you do not have to.

'We should have kept focus on core business'

GoPro boss Nick Woodman talks to *James Titcomb* about the action camera maker's recent slide and whether a sale may be on the cards

Nick Woodman is a little late. The chief executive of GoPro, the action camera maker beloved of surfers, scuba divers and skiers, has apparently misplaced his security pass, leaving him stranded outside the highly guarded trade show where we meet. Chief executives often have their schedules and movements managed vigilantly. Then again, Woodman has a lot on his mind. The day before we meet, his company had unveiled its latest chasmic drop in sales, unveiled yet another round of job cuts and said it would consider a sale. It looked like it could be one of the final acts of GoPro's three and a half years as a public company.

If Woodman is feeling under pressure, he does little to show it. His tan, gleaming white teeth and surfer hair make him appear younger than his 42 years. He would not look too out of place in one of his company's high-octane adverts featuring shark diving or paragliding, all filmed on its cameras. Despite recent events, Woodman insists he has no regrets about floating GoPro. "The markets are incredibly fair; that's what a market is," he says. "We are rewarded when we post predictable profitable results and we are held accountable when we don't. I enjoy the process of having expectations placed on us, and I personally like to be challenged."

Woodman founded GoPro in 2002, having become frustrated at the lack of options for filming his surfing exploits when on holiday in the Pacific (Woodman's father, who invested \$200,000, retained a 6.4pc stake when it floated). It found a devoted core of fans and the company went public in mid 2014 in a flurry of optimism. Investors believed the video-sharing boom that the smartphone and social media had brought about would translate into sales of extreme sports cameras. GoPro's reputation for high-end, consumer-grade gadgets saw it draw comparisons to Apple and earned it a valuation of \$12bn (£8.7bn). In 2014, Woodman was the highest-paid chief executive in the US, earning a paper fortune of \$285m.

But the last few years have been a downhill ride as hair-raising as any extreme sport. Growing profits have turned to losses. Products have been delayed and recalled, prices have been slashed and shares have lost more than 90pc since their peak. Two weeks ago, GoPro said sales in the fourth quarter



Filipe Toledo, the Brazilian surfer, is captured in action on a GoPro camera. The technology company has suffered a disappointing downturn in sales and is shedding staff

of last year were expected to be \$340m, 37pc down year on year and far worse than expected. Around 250 jobs, a fifth of the company's headcount, are being cut. The company's embryonic entry into the drone market is also being shelved.

In many eyes, GoPro has suffered the same fate that has befallen many other consumer technology companies. Demand for its robust, waterproof cameras has been squeezed by ever-improving smartphones and by the enormous power of Shenzhen, China's tech hub, which has been able to produce high-quality cameras at a fraction of the cost. Rivals such as Xiaomi, the Shenzhen-based electronics giant, have produced copycat cameras at much lower price points.

Woodman rejects this claim, in fact asserting the opposite. He says GoPro is in a premium market segment of its own: people either buy its cameras or they buy nothing, and that the

problem was instead pricing. In the troubling previous quarter, he says, the company failed to cut prices on the previous year's line of cameras until it was too late. It belatedly reduced prices, and sales have since doubled.

"That answers a big question about GoPro's future growth potential," Woodman says. "Over the last couple of years, consensus has been that our market is shrinking because we can't quite seem to meet sales forecasts."

"What we're now seeing in terms of sales lifts proves there is significant demand at the right price. But one of the reasons it has been so hard to identify these pricing issues is that we don't have significant competition to take market share away from us when we make a mistake."

"AT&T has Verizon, Ford has Chevy, BMW's got Mercedes to keep them honest, to show them what true market demand is and correct pricing for products are. If any one of those companies makes a mistake, the other

companies take share very quickly," Woodman admits to errors on pricing, but says the company has learned its lesson. A new range of cameras will also be made more efficiently and come with higher margins, he says.

Less promising is the market for drones, GoPro's entry into which has been a disaster. As Chinese competition flooded the market, the £720 "Karma" aircraft was repeatedly delayed before finally being released in late 2016. Almost immediately, it emerged that the drone could suffer from power failures mid-flight, causing them to drop out of the sky. A full recall was announced and the Karma was re-released last February.

Less than a year later, GoPro is exiting the market. It will continue to manufacture and sell the drones, but not develop the technology any further. Woodman does not blame the botched launch of the drone, but the market itself. "It's not as big a market as the world thought it was going to be

two or three years ago," he says. "Mass market consumers are not as interested in drones as we thought they were." Governments have moved to regulate drones more tightly after a series of airport near-misses, but Woodman says public opinion has been as big a factor. "Opinion has moved beyond 'oh wow, that's amazing' to 'get that thing out of here'. That has an effect on consumers' desire to purchase an expensive flying machine and fly around other people."

A sale of the company now looks like a distinct possibility. Woodman insists he is not preparing to sell out, and denies reports JP Morgan has been tasked with finding a suitor. "JP Morgan is our bank and in the past we have worked with them on exploring these opportunities, but we don't have an active process now." However, he says he would listen to the right bidder. Woodman refuses to name names, but dangles the idea of a big social media company swooping in.

"There are larger companies that generate their revenue and profits from many different businesses; there are several large social platform companies that would bring tremendous marketing support. They may be able to allow us to sell GoPros at a lower cost than we currently can afford to because they wouldn't need to make as much money on every camera; that would allow us to reach many millions more customers."

To many, GoPro's life as a public company has been a cautionary tale, a prime example of inflated expectations and disappointment. If he had the chance again, would Woodman do things differently? His answer is the closest we come to regret about the way things have turned out. "Would I still take GoPro public? Unquestionably yes. I would still take it public, but I would remain laser focused on our core business [of action cameras]. I would do that and only that. I didn't know that then, and I know that now."

Pub giant EI to challenge tied tenants ruling in High Court

By Bradley Gerrard

ONE of the UK's largest pub companies is poised to launch a High Court challenge against the industry regulator, which could have major ramifications for thousands of tied tenants.

EI Group, previously known as Enterprise Inns, has moved to try to overturn a decision against it by the Pubs Code Adjudicator, which ruled that a contract it has offered one of its tenants does not comply with new regulations.

The company had more than 4,000 tied tenants at the end of September, according to its most recent results, showing the gravity of the case if it is accepted by the High Court.

The Pubs Code was launched in 2016 and aimed to break the

centuries-old beer tie, which has forced tenants to purchase beer at inflated prices from companies such as EI in return for ostensibly lower rent. Under the legislation, which covers the UK's six largest pub compa-

4,000

The approximate number of tied tenants that EI, previously known as Enterprise Inns, has in its pubs

nies, tenants are now able to request contracts from pub-owning businesses that charge a market rent and give them freedom to buy beer from wherever they wish.

Under the new rules tenants that

sign such "MRO" contracts are supposed to be no worse off. However, the Pubs Code Adjudicator has ruled that one of EI's contracts does not meet the requirements and ordered it to make the terms more favourable to the tenant, which could encourage many more pubs to opt for an MRO.

EI has admitted that such agreements could hit profits by reducing its beer sales. It plans to ask the High Court to overrule the industry regulator.

A spokesman for EI Group said: "We have applied for permission to appeal against an award from the Pubs Code Adjudicator (PCA) and we are awaiting a decision from the High Court."

"We believe it is in the interests of all parties that there is certainty."

FI circuits put brakes on 'impossible' fees to host Grands Prix

By Christian Sylt and Caroline Reid

FORMULA One is expected to face a decline in revenue over the next three years as race tracks put the squeeze on fees charged by the sport's new owners Liberty Media.

A source close to the association that represents FI's 21 race organisers told *The Daily Telegraph* that "no contract will be renewed under the existing financial conditions. We are talking about a reduction in fee for sure."

Race fees generated a total of \$653m in 2016 making it the largest single source of FI's \$1.8bn (£1.3bn) revenue, according to its latest accounts.

The fees come to an average of \$31.1m but vary greatly from race to race. They range from Monaco, which pays none, to Abu Dhabi's estimated \$75m annual dues.

At a meeting of the Formula One Promoters Association in London last week, the organisers vowed to put the brakes on the accelerating costs.

"It is impossible to pay the kind of money that most of us pay," said the source.

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WHEN IS THE FAIRNESS HEARING?

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The Court has appointed the lawyers listed below to represent the Settlement Classes in this lawsuit:

Daniel L. Brockett
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010

David W. Mitchell
Robbins Geller Rudman & Dowd, LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher M. Burke
Scott+Scott,
Attorneys at Law, LLP
707 Broadway, Suite 1000
San Diego, CA 92101

BUSINESS BULLETIN

Economic growth to hit 0.4pc for final quarter

UK GDP growth steadied at 0.4pc in the final quarter of last year but the tight labour market is still failing to lift wage growth, fresh figures are expected to show this week. While economists expect figures from the Office for National Statistics to indicate that the economy continued to beat the weak growth that marred the first half of 2017, pay growth will continue to lag inflation, which hit a peak of 3.1pc in November.

The Range opens talks on stock market listing

The former market trader boss of home retail chain The Range is understood to be targeting a London stock market listing for the company. Chris Dawson, one of the country's richest self-made millionaires, has opened talks with investment banks about working on a flotation, Sky News reported. The Range operates from around 150 stores across the country, and is often referred to as "the working man's John Lewis".

Ex-Gourmet boss given top job at Burger King

Burger King has appointed a new UK chief executive, two months after the British arm of the company was taken over by private equity group Bridgepoint. Alasdair Murdoch will take up the role on Feb 1, having been the boss of rival burger chain Gourmet Burger Kitchen for seven years. Bridgepoint took control of the newly formed Burger King UK in November, giving it control over the brand and the right to roll out new stores.

Carrefour jobs may be lost in cost-cutting plan

The new chief executive of Carrefour is expected to this week unveil a multimillion-euro cost-cutting programme as part of a five-year plan to improve performance. Alexandre Bompard, who has been the boss of the French retailer since July, will address investors tomorrow. The strategy could involve redundancies. Earlier this month Carrefour lowered its 2017 operating profit forecast for the second time in six months.

THE INFORMER

EVENTS

Today: Austrian Chamber of Commerce lunch: "Smart future for smart contracts". Prince's Building.
 British Chamber of Commerce lunch: "Will your job be lost to robots? The technology of AI and data".
 British Chamber of Commerce evening: "UK tax planning: The changing landscape".
Tomorrow: British Chamber of Commerce breakfast: "The global energy transition: A status report from the front lines".
 British Chamber of Commerce luncheon briefing: "2018 talent acquisition and salary trends: Are you paying too much?"

RESULTS

Today Final: Public Financial Holdings
Tomorrow Interim: Oriental University City Holdings (HK)
Final: Eco-Tek Holdings, KW Nelson Interior Design and Contracting Group
AGM: China Maple Leaf Educational Systems
January 24 Final: Pao Far East Holdings
AGM: PAA AsiaLink Holdings

CORRECTIONS & CLARIFICATIONS

In the article headlined "Major auditor reform launched before tech IPO", published on Business B2 on Saturday, John Poon was incorrectly identified as the chairman of the HICPA in the highlighted quote. He should be the chairman of the Financial Reporting Council.

NOTICES

ISDA's Instruments: **B2**
More announcements in Directory Notices
 For inquiries:
 Telephone 2469 8338
 Fax 2565 7272
CONTACT US
Business News Desk
 Telephone 2565 2553
 Fax 2565 1624
 E-mail bd@isda.com
 If you have information or news that should be included here, email business diary@isda.com

BUSINESS

Chart of the day: Euro on a roll



Since President Donald Trump started work, the US dollar has done nothing but roll downhill, losing its value against all other major currencies. Leading the pack is the euro, despite the weaker economic growth and higher unemployment in the euro zone than in the US, closely followed by the Mexican peso, which has gained 14 per cent during the period despite concerns over the North American Free Trade Agreement. On Friday, the euro managed a weekly close above the 50 per cent retracement level, a point where many are forced to review long-term plans. The well-established rally accelerated after Christmas, helped by the 50-day moving average, and momentum has become bullish again. Therefore, we favour a quick jump to US\$1.25, followed by a slower move to the psychologically important US\$1.30 area. *Nicole Elliott is a technical analyst.*

Traders take fresh look at bank sector

Improving quality and low valuations likely to sustain the rally in mainland lenders

Zhang Shidong in Shanghai
shidong.zhang@cmg.com

Traders are re-rating mainland banks, betting that the country's steady economic recovery will fuel a rally in the stocks that are cheaper than their global peers by major valuation metrics. Shares of Industrial and Commercial Bank of China and China Construction Bank Corp, the country's two biggest lenders, and China Merchants Bank rose to their highest levels in a decade in Shanghai last week, while Agricultural Bank of China set a record high. Moreover, the mainland's first uptick in full-year economic growth in seven years to 6.8 per cent last year and its bank shares trading at a discount to global counterparts are a signal to investors that the stock boom will continue. "The quality of the banks is improving and valuations are cheap," said Wang Chen, a partner at Xinfunds Investment Management in Shanghai. "That is a very good combination for asset allocations. Judging by valuations, banking stocks have the potential to rise further." Mainland-listed commercial banks are valued at an average of 1.14 times book value, compared with 1.37 times for global leaders, according to data compiled by Bloomberg. In terms of price-earnings ratio, mainland banks are half as expensive as their global peers, the data showed. The sector has been long in the doldrums, with the stocks trading close to or even below their book values for most of the past decade. The mainland's slowing growth, coupled with dwindling external demand and excessive output in industrial products from coal to steel, prompted investors to sell the stocks, fearing a rise in bad loans. Now investors are re-examining how they value banking stocks. Gains in the sector have been accelerating this year on expectations that a rise in economic growth and a cutback in overcapacity will lift earnings by curbing non-performing loans. ICBC has gained 15 per cent this year, taking its price-to-book ratio to 1.27 times, and Construction Bank has climbed 18 per cent, reaching a 1.36 times book value. China Merchants Bank and Agricultural Bank have advanced at least 12 per cent. "It is time to reassess the mainland's banking industry," Citic Securities analyst Xiao Feifei and Ren Yuhang said. "The banks already have a basis for sustained expansion of valuations and the fundamentals tend to change."

MEDICAL INSURANCE

REVIEW AND RATING START-UP EYES TECH-SAVVY MAINLANDERS

CareVoice draws investors in first funding round with social platform to aid health-related decisions

Laura He
laura.he@cmg.com
 Competition in the mainland's emerging insurance technology scene is getting fierce, drawing new players that want to tap the world's third-largest insurance market with its large mobile and digitally savvy consumer base. CareVoice, the country's first review-based social platform that helps people make better health-related decisions, is the latest start-up to attract investors as it targets a younger generation of affluent, tech-savvy consumers. The Shanghai-based firm recently completed its first major round of funding from China-based Haitian Capital and US-based SCOV, one of the world's largest seed investors. It raised a combined US\$3.2 million from an earlier angel round and the current venture-capital-backed round, and hopes to reach US\$500 million in sales in the next five years amid booming demand for private health care and the rapid growth of online insurance. "The macro in China are very favourable," Sebastian Gaudin, the chief executive and co-founder of CareVoice, told the *Post*. "There are about 150 million affluent consumers who are perfect clients for getting private medical insurance directly or through their employers. (As such), the mid- to high-end medical insurance market should reach US\$4 billion in premiums by 2020 and continue to grow." ZhongAn Online P&C Insurance, the country's first internet-only insurer, went public recently and has become a heavyweight with a HK\$10 billion market cap, just four years after its birth. Ping An Insurance (Group), the mainland's second-largest insurer, is also aggressively moving into insurance by leasing R&D in artificial intelligence, blockchain and big data, and exporting the technologies to other insurers.



"That's how I came up with the idea for CareVoice: To build a trusted review and rating platform. Chinese consumers are adept at social networking and share and comment on their personal experiences, so I thought why not put the two together." CareVoice blends multiple data sources into a search algorithm to match specific care needs with specific care environments. Members can rate hospitals and clinics, post reviews, interact and refer to each other's experiences. They can also access information about services, such as costs. The firm's clients include AXA, Ping An and Chubb, and it has partnered with more than 100 health care providers and companies on the mainland.

If You Transacted in ISDA's Instruments Between January 1, 2006 and January 31, 2014, You May Be Affected by Class Action Settlements.

For the purposes of these settlements, "ISDA's Instruments" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap floors, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swaptions, physically-settled swaptions, physically-settled swaptions, swap futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, zero-balls, interest rate-linked structured notes, and digital and callable range accrual notes, where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDA's Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDA's Benchmark Rates and any instrument, products, or transactions relevant to the determination or calculation of ISDA's Benchmark Rates.

THIS NOTICE
 This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG; New York BancLife; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JP Morgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, "Settling Defendants") in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nymeria Securities International, Inc., and Wells Fargo Bank, N.A. ("Non-Settling Defendants," and together with the Settling Defendants, "Defendants"). The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDA's Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that Defendants were unjustly enriched under common law and breached ISDA Master Agreements. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDA's Instruments. The Defendants deny doing anything wrong. Settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay \$408.5 million for the "Settlement Fund". The United States District Court for the Southern District of New York ("Court") authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlements. Approval of these settlements by the Court will resolve this lawsuit in its entirety with respect to Settling Defendants.

WHO IS A SETTLEMENT CLASS MEMBER?
 Subject to certain exceptions, the Settlement Class includes all persons or entities (together, "Persons") who, from January 1, 2006 through January 31, 2014, entered into, received or made payments on, settled, terminated, transacted in, or held an ISDA's Instrument, as defined above.

If you are unsure if you are a Settlement Class member, more information, including a detailed notice, is available at www.ISDA'sAntitrustSettlement.com or by calling 1-844-789-6862 (U.S.) or +1-503-597-5526 (Int.).

The Court has appointed the lawyers listed below to represent the Settlement Classes in this lawsuit:

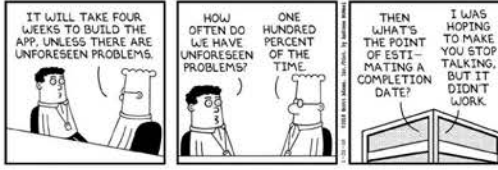
Daniel L. Brockett Quinn Emanuel Urquhart & Sullivan, LLP 51 Madison Avenue, 22nd Floor New York, NY 10010	David W. Mitchell Robbins Geller Rudman & Dowd, LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Christopher M. Burke Scott & Scott Attorneys at Law, LLP 707 Broadway, Suite 1000 San Diego, CA 92101
---	--	---

Deal Watch

Asia-Pacific ex-Japan investment banking fee rankings (includes equity, debt, mergers and acquisitions and loans)				Mainland and Hong Kong investment banking fee rankings (includes equity, debt, mergers and acquisitions and loans)			
Rank	Fees (\$USm)	No of deals	Market share (%)	Rank	Fees (\$USm)	No of deals	Market share (%)
1	1,205.3	2,016	5.5	1	1,149.7	1,923	7.5
2	865.8	2,569	4	2	850.1	2,358	5.6
3	695.5	1,726	3.2	3	662.6	1,650	4.3
4	538.2	509	2.5	4	459.4	368	3
5	534.7	252	2.4	5	436.3	1,767	2.9
6	499.6	859	2.3	6	393.2	611	2.6
7	497.3	383	2.3	7	366.1	1,615	2.4
8	460.5	369	2.1	8	351.9	163	2.3
9	450	1,790	2.1	9	333	574	2.2
10	441.6	203	2	10	328.2	1,482	2.1

Source: Dealogic Dealogic
 Deal Watch appears every Monday

DILBERT

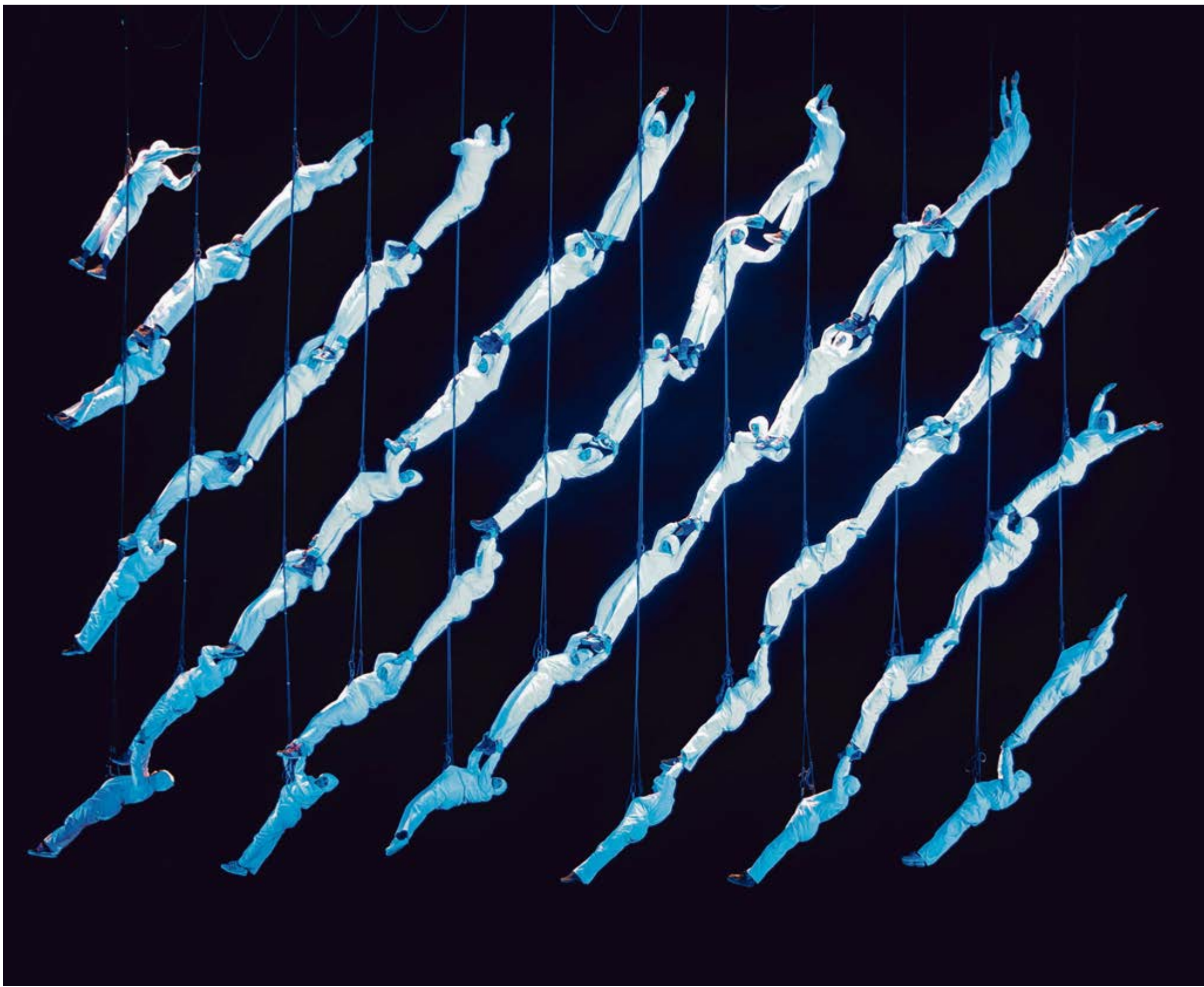


BIG PICTURE



WEATHER

Thundery showers over southern and western Singapore in the early morning, and over many areas in the late afternoon and evening.
High 33 deg C Low 23 deg C
24-hr PSI as of 5pm yesterday: 36 to 52 (Moderate)



Angling for applause

No matter what angle one looked from, the opening of Valletta 2018 on Saturday was a memorable night out for the more than 80,000 visitors gathered in the streets of Malta's capital.

Valletta's four main squares played host to a variety of programmes as the city kicked off its 12-month stint as the European Capital of Culture, a title it is sharing with Leeuwarden in the Netherlands.

Among the shows was The Rise Of The Tritons, where dancers suspended by wire put on an aerobic display under the direction of Spanish theatrical company La Fura dels Baus.

The international collaboration is just one of the more than 140 projects and 400 events planned for the year by local and foreign artists, curators, writers, performers, designers, choirs and filmmakers.

Organisers hope that the new title will give Malta an opportunity to showcase its rich history and culture, as well as serve as a catalyst to regenerate its artistic heritage.

It has already led to a new museum of art and a revamp of Strait Street, once popular with British sailors during World War II.

"Malta is once again prepared to punch above its weight," said Prime Minister Joseph Muscat. "We will show exactly what we are - how we lived in the past and how we live our everyday lives."

PHOTO: REUTERS

LEGAL NOTICE

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THIS NOTICE

This Notice is to alert you to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, "Settling Defendants") in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. ("Non-Settling Defendants," and together with the Settling Defendants, "Defendants"). The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that Defendants were unjustly enriched under common law and breached ISDA Master Agreements. The lawsuit was brought by, and on behalf of, certain Persons who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

Settlements have been reached with the 10 Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay \$408.5 million (the "Settlement Fund"). The United States District Court for the Southern District of New York ("Court") authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlements. Approval of these settlements by the Court will resolve this lawsuit in its entirety with respect to Settling Defendants.

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If you are unsure if you are a Settlement Class member, more information, including a detailed notice, is available at www.ISDAfixAntitrustSettlement.com or by calling 1-844-789-6862 (U.S.), or +1-503-597-5526 (Int.)

WILL I GET A PAYMENT?

If you are a member of the Settlement Class and do not opt out of the Settlement Class, you will be eligible to file a proof of Claim Form. The amount of your payment will be determined by a Plan of Distribution. Details about the Plan of Distribution are available at www.ISDAfixAntitrustSettlement.com. A date for distribution of the Settlement Fund has not been set. Proof of claim forms must be submitted by **July 16, 2018**.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

If you are a Settlement Class Member and do not opt out, you will release certain legal rights against the Settling Defendants and the Released Parties, as explained in the detailed notice and settlement agreements, available at www.ISDAfixAntitrustSettlement.com. If you do not want to take part in the proposed settlements, you must opt out by **April 30, 2018**.

You may, but do not have to, comment on or object to the proposed settlements, the Plan of Distribution, or Class Counsel's application to the Court for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs for representing the Settlement Class. To do so, you must file your comments or objections by **April 30, 2018**.

Information on how to opt out or file comments or objections is in the detailed notice and at www.ISDAfixAntitrustSettlement.com

WHEN IS THE FAIRNESS HEARING?

The Court will hold a hearing on May 30, 2018, at 3:30 pm, at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, New York 10007 to consider whether to approve the proposed settlements, the Plan of Distribution, and Class Counsel's application for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs. You or your lawyer may ask to appear and speak at the hearing at your own expense, but you do not have to.

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 655 West Broadway, Suite 1900
 San Diego, CA 92101

Christopher M. Burke
 Scott+Scott,
 Attorneys at Law, LLP
 707 Broadway, Suite 1000
 San Diego, CA 92101

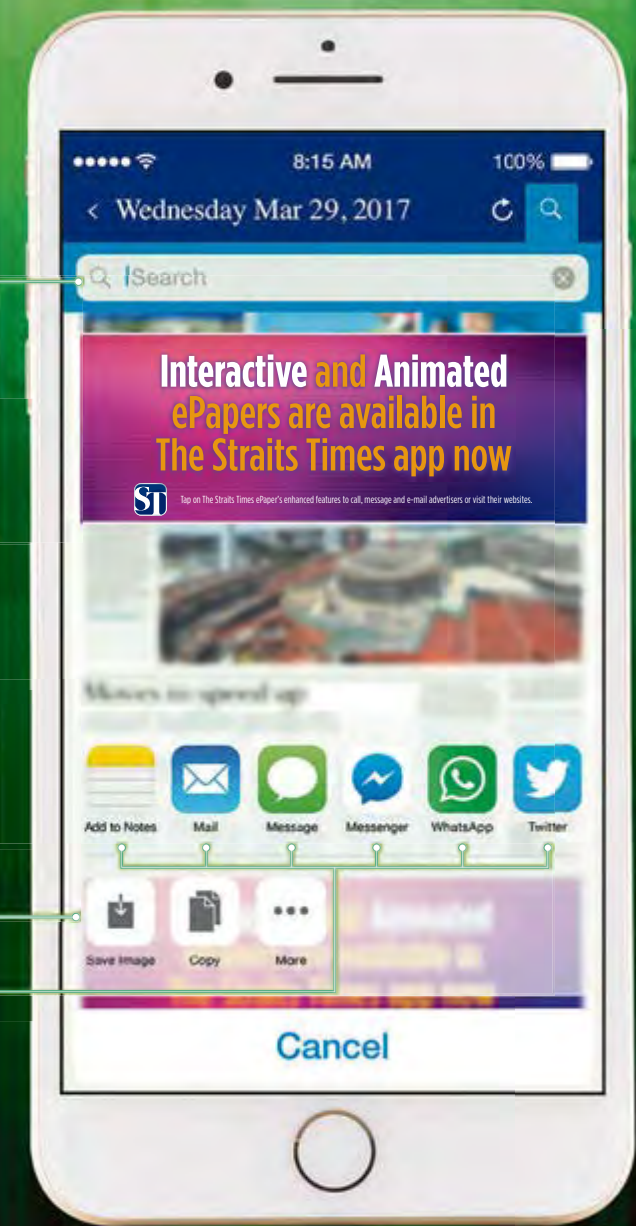
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Attachment 5



Latest in Technology

ADT: alarm bells



Amazon raises price of its Prime membership



Shell subsidiary applies for minicab licence in London



Social media groups step up action on hate speech

#techFT Technology

+ Add to myFT

Now 20 cities are vying to become Amazonville

Cardboard computer games, Apple's billions, Hasselblad's 400-megapixel camera

-
-
-
-
-



Amazon launched a competition last year as it looks to build a second headquarters separate to its Seattle base, above © AP

Chloe Cornish in San Francisco
7 HOURS AGO



0

Legal Notice

**You May Be Affected by
Class Action Settlements.**

**Click here for more
information.**

www.ISDAfixAntitrustSettlement.com



PRO BANKRUPTCY
Yerak's Take: Retailer
Bankruptcy Filings
Feature ...



OPINION
Congress: Let the Tribes
Choose Their Own
Future



WORLD NEWS
U.S. Air Force Weighs
International Squadrons
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OPINION
Eventually, the President
Will Have to Talk



WSJ
Behind
of Long
Interest



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BUSINESS

Lawsuits Mount Against LuLaRoe, Maker of Colorful Women's Leggings

Plaintiffs accuse multilevel marketer of running a pyramid scheme, which LuLaRoe denies



The Do's and Don'ts
of Dashboards
GET THE WHITEPAPER
tableau

Former LuLaRoe retailer Amy Jo Reece in the basement of her Culpeper, Va. home, where she keeps \$14,000 worth of unsold merchandise. PHOTO: MATT BICH FOR THE WALL STREET JOURNAL

By *Rebecca Davis O'Brien*

4 COMMENTS

Jan 12, 2018 9:00 am ET

In early 2016, Amy Jo Reece became a retailer for clothing company LuLaRoe, paying apparel to sell from her home in Culpeper, Va. Two years later, Ms. Reece says

Attachment 6

ISDAfix - Sponsored Search Keywords

ISDA Class Action

ISDA Settlement

ISDA Lawsuit

ISDA Litigation

ISDA Instrument Class Action

ISDA Instrument Settlement

ISDA Instrument Lawsuit

ISDA Instrument Litigation

ISDA Antitrust Class Action

ISDA Antitrust Settlement

ISDA Antitrust Lawsuit

ISDA Antitrust Litigation

ISDAfix Class Action

ISDAfix Settlement

ISDAfix Lawsuit

ISDAfix Litigation

ISDAfix Instrument Class Action

ISDAfix Instrument Settlement

ISDAfix Instrument Lawsuit

ISDAfix Instrument Litigation

ISDAfix Antitrust Class Action

ISDAfix Antitrust Settlement

ISDAfix Antitrust Lawsuit

ISDAfix Antitrust Litigation

ISDAfix Instruments

ISDA Instruments

Attachment 7

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About 171,000 results (0.50 seconds)

Class Action Settlements | ISDAfix Instruments**(Ad)** www.isdafixantitrustsettlement.com/

You may be affected if you transacted in ISDAfix Instruments from 1/1/06-1/31/14

[PDF] ISDA VM Settlement Whitepaper final .pdf - International Swaps and ...<https://www.isda.org/...=/ISDA%20VM%20Settlement%20Whitepaper%20final%20...>

subject to mandatory clearing under the European Markets Infrastructure Regulation at a future date. 4
CTM and STM are terms commonly used by LCH. CME generally refers to these concepts simply as
collateral or **settlement**. For simplicity, this paper uses CTM and STM to refer to these concepts. 5
References to **MTM** in ...

[PDF] ISDA Publishes Equity Derivatives T+2 Settlement Cycle Protocol<https://www.isda.org/attachment/...=/T+2%20settlement%20protocol%20FINAL.pdf>

ISDA Publishes Equity Derivatives T+2 **Settlement** Cycle Protocol. LONDON, August 2, 2017 – The
International Swaps and Derivatives Association, Inc. (ISDA) has announced the launch of the ISDA
2017 OTC Equity Derivatives T+2 **Settlement** Cycle. Protocol. The Protocol is designed to help market
participants amend ...

ISDA Publishes T+2 Settlement Protocol | Paul Weiss

<https://www.paulweiss.com/practices/.../isda-publishes-tplus2-settlement-protocol?id...>

Aug 8, 2017 - On July 28, 2017, the International Swaps and Derivatives Association ("ISDA") published
the ISDA 2017 OTC Equity Derivatives T+2 **Settlement** Cycle Protocol.

[PDF] To the Point: Rule changes for centrally cleared derivatives could ... - EYwww.ey.com/.../tothepoint_00155-171us_variationmargin_12january2017.pdf?...

Jan 12, 2017 - variation payments deemed to be legal **settlements** would be considered as a single unit
of account with the derivative for accounting and presentation purposes. • The SEC staff also said it
does not object to ISDA's conclusion that hedge accounting relationships involving centrally cleared
derivatives can ...

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Ad related to: ISDAfix Instruments Settlement

Class Action Settlements – ISDAfix Instruments

www.ISDAfixAntitrustSettlement.com

You may be affected if you transacted in **ISDAfix Instruments** from 1/1/06-1/31/14

Announcing Class Action Settlements Involving Consumers who ...

markets.businessinsider.com [News](#) [Stock News](#)

The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for **ISDAfix Instruments** in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that Defendants were unjustly enriched under common law and breached ISDA Master Agreements.

Announcing Class Action Settlements Involving Consumers who ...

www.prnewswire.co.uk/news-releases/announcing-class...

Subject to certain exceptions, the **Settlement** Class includes all Persons who, from January 1, 2006 through January 31, 2014, entered into, received or made payments on, settled, terminated, transacted in, or held an **ISDAfix** Instrument, as defined above.

Announcing Class Action Settlements Involving Consumers who ...

finance.yahoo.com/news/announcing-class-action...

NEW YORK, Jan. 19, 2018 /PRNewswire/ -- This notice is to alert **Settlement** Class Members to proposed settlements reached with Defendants Bank of America, N.A. ...

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Class Action Settlements - ISDAfix Instruments

Ad · www.ISDAfixAntitrustSettlement.com ▾

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ISDAFix Price-Fixing Litigation - Labaton Sucharow

www.labaton.com/en/cases/ISDAFix-Price-Fixing-Litigation.cfm ▾

ISDAFix Price-Fixing Litigation (Alaska Electrical Pension Fund v. ... We filed a **class action** alleging manipulation of the extremely large interest rate derivatives ...

Banks Lose Bid To End ISDAfix Class Action - Law360

<https://www.law360.com/.../banks-lose-bid-to-end-isdafix-class-action> ▾

A federal judge in New York on Monday allowed a putative **class action** alleging a host of banks manipulated an interest rate derivative benchmark to move forward.

Case Spotlight: ISDAfix antitrust class action another ...

frtservices.com/isdafix-antitrust-class-action-another-example-of... ▾

Purpose-built technology ... To date, the ISDAfix **class action** has resulted in a \$380.5 million partial settlement agreed upon by eight banks.

BANKS LOSE BID TO END ISDAFIX CLASS ACTION | Scott & Scott

scott-scott.com ▸ Press ▾

Law360, New York (March 28, 2016, 5:38 PM ET) — A federal judge in New York on Monday allowed a putative **class action** alleging a host of banks manipulated an ...

Related searches

isdafix class **settlement**

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isdafix **cftc**

Attachment 8



Announcing Class Action Settlements Involving Consumers who Transacted in ISDA. x Instruments Between January 1, 2006 and January 31, 2014

English ▾

NEWS PROVIDED BY

United States District Court for the Southern District of New York →
07:59 ET

NEW YORK, Jan. 19, 2018 /PRNewswire/ -- This notice is to alert Settlement Class Members to proposed settlements reached with Defendants Bank of America, N.A.; Barclays Bank PLC and Barclays Capital Inc.; Citigroup Inc.; Credit Suisse AG, New York Branch; Deutsche Bank AG; The Goldman Sachs Group, Inc.; HSBC Bank USA, N.A.; JPMorgan Chase & Co.; Royal Bank of Scotland PLC; and UBS AG (collectively, "Settling Defendants") in a class action against the Settling Defendants and B.N.P. Paribas SA, ICAP Capital Markets LLC, Morgan Stanley & Co. LLC, Nomura Securities International, Inc., and Wells Fargo Bank, N.A. ("Non-Settling Defendants," and together with the Settling Defendants, "Defendants"). The lawsuit alleges that the Defendants engaged in anticompetitive acts that affected the market for ISDAfix Instruments in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The lawsuit also alleges that Defendants were unjustly enriched under common law and breached ISDA Master Agreements. The lawsuit was brought by, and on behalf of, certain persons or entities (together, "Persons") who transacted in ISDAfix Instruments. The Defendants deny doing anything wrong.

For the purposes of these settlements, "ISDAfix Instrument" means (i) any and all interest rate derivatives, including but not limited to any swaps, swap spreads, swap futures, variance swaps, volatility swaps, range accrual swaps, constant maturity swaps, constant maturity swap options, digital options, cash-settled swaptions, physically-settled swaptions, swapnote futures, cash-settled swap futures, steepeners, flatteners, inverse floaters, snowballs, interest rate-linked structured notes, and digital and callable range accrual notes, where denominated in USD or related to USD interest rates, and (ii) any financial instruments, products, or transactions related in any way to any USD ISDAfix Benchmark Rates, including but not limited to any instruments, products, or transactions that reference ISDAfix Benchmark Rates and any instruments, products, or transactions relevant to the determination or calculation of ISDAfix Benchmark Rates.

Settlements have been reached with the ten Settling Defendants. The lawsuit continues against the five Non-Settling Defendants. The Settling Defendants have agreed to pay \$408.5 million (the "Settlement Fund"). The United States District Court for the Southern District of New York ("Court") authorized this notice. Before any money is paid, the Court will hold a hearing to decide whether to approve the settlements. Approval of these settlements by the Court will resolve this lawsuit in its entirety with respect to the Settling Defendants.

Subject to certain exceptions, the Settlement Class includes all Persons who, from January 1, 2006 through January 31, 2014, entered into, received or made payments on, settled, terminated, transacted in, or held an ISDAfix Instrument, as defined above.

Settlement Class Members who do not opt out of the Settlement Class will be eligible to file a proof of Claim Form. The amount of the payment will be determined by a Plan of Distribution. Details about the Plan of Distribution are available at www.ISDAfixAntitrustSettlement.com. A date for distribution of the Settlement Fund has not been set. Proof of Claim Forms must be submitted by July 16, 2018.

Settlement Class Members who do not opt out will release certain legal rights against the Settling Defendants and the Released Parties, as explained in the detailed notice and settlement agreements, available at www.ISDAfixAntitrustSettlement.com. Settlement Class Members who do not want to take part in the proposed settlements must opt out by April 30, 2018.

Settlement Class Members may, but do not have to, comment on or object to the proposed settlements, the Plan of Distribution, or Class Counsel's application to the Court for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs for representing the Settlement Class. To do so, Settlement Class Members must file their comments or objections by April 30, 2018.

Information on how to opt out, or file comments or objections, is in the detailed notice available at www.ISDAfixAntitrustSettlement.com.

The Court will hold a hearing on May 30, 2018, at 3:30 pm, at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1105, New York, New York 10007 to consider whether to approve the proposed settlements, the Plan of Distribution, and Class Counsel's application for an award of attorneys' fees, expenses, and incentive awards to the Class Plaintiffs. Settlement Class Members or their lawyers may ask to appear and speak at the hearing at their own expense, but do not have to.

The Court has appointed the lawyers listed below to represent the Settlement Class in this lawsuit:

Daniel L. Brockett	David W. Mitchell	Christopher M. Burke
Quinn Emanuel Urquhart & Sullivan, LLP	Robbins Geller Rudman & Dowd, LLP	Scott+Scott, Attorneys at Law, LLP
51 Madison Avenue, 22nd Floor New York, NY 10010	655 West Broadway, Suite 1900 San Diego, CA 92101	707 Broadway, Suite 1000 San Diego, CA 92101

URL: www.ISDAfixAntitrustSettlement.com

SOURCE United States District Court for the Southern District of New York

Attachment 9

Monday, March 26, 2018

**Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.,
Lead Case No. 14-cv-7126 (JMF)
Opt Outs**

ID	First Name	Middle	Last Name
1	DANIELLE		BITON

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

_____		x
ALASKA ELECTRICAL PENSION FUND,	:	Lead Case No. 14-cv-07126 (JMF)
et al.	:	
	:	Consolidated Cases:
Plaintiffs,	:	
	:	14-cv-7907 (JMF)
vs.	:	14-cv-8342 (JMF)
	:	14-cv-8365 (JMF)
BANK OF AMERICA CORPORATION, et al.	:	14-cv-8576 (JMF)
	:	
Defendants.	:	
_____		x

**DECLARATION OF PATRICK J. IVIE REGARDING
MAILING OF THE NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

I, PATRICK J. IVIE, declare as follows:

1. I am a Senior Executive Vice President at KCC LLC (“KCC”). My business address is 2335 Alaska Avenue, El Segundo, California 90245. I am familiar with, and have personal knowledge of, the matters stated in this Declaration and am competent to testify about them if called upon to do so.

2. KCC was retained by counsel for Defendant Deutsche Bank AG (“Deutsche Bank”) to act as a notice administrator in connection with the proposed settlement of the above-captioned actions to effect mailing of the Notice of Proposed Settlement of Class Action (the “Notice”), the claim form, and the translation insert (collectively referred to as the “Notice Packet”) to certain members of the Settlement Class, as described more fully below.¹

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, dated October 24, 2017 (the “Order”).

MAILING OF NOTICE

3. On January 18, 2018, counsel for Deutsche Bank provided KCC with a list of 400 unique names and addresses of identified potential Settlement Class Members.²

4. On or before January 29, 2018, pursuant to the Order entered by this Court on October 24, 2017, KCC mailed copies of the Notice by first-class mail to each of the 400 potential Settlement Class Members. This mailing was performed using the facilities of KCC's parent company, Computershare Communication Services, located in Munich, Federal Republic of Germany.

5. The Notice requested any brokerage firms, swaps dealers or trustees receiving the Notice Packet, and through whom ISDAFix Instruments were traded during the Settlement Class Period for the benefit of others, to send the Notice and accompanying documents to the ultimate beneficiary(ies) or to provide a list of the names and addresses of the ultimate beneficiary(ies) to the Claims Administrator at the address listed in the Notice, so that the Claims Administrator may do so.

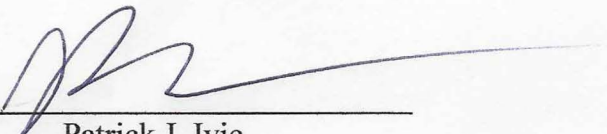
6. As a result of the efforts described above, as of March 23, 2018, KCC has mailed a total of 400 Notices.

² I understand that Deutsche Bank retained KCC to directly provide notice to these potential Settlement Class Members who entered into ISDAFix Instrument transactions with Deutsche Bank during the Settlement Class Period. I understand that Deutsche Bank provided the names of U.S.-based potential Settlement Class Members and potential Settlement Class Members who transacted with a U.S.-based Deutsche Bank entity to the Claims Administrator, which was retained by the Plaintiffs, but retained KCC to provide notice to potential Settlement Class Members who may be domiciled outside of the United States and transacted with a non-U.S.-based Deutsche Bank entity, and whose names and addresses Deutsche Bank therefore preferred not to provide to the Claims Administrator.

7. As of March 23, 2018, KCC a total of 47 Notice Packets that KCC sent out were returned as undeliverable. Of these, KCC resent 22 to alternative addresses. No alternative addresses could be found for the remaining 25.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 29th 2018
Los Angeles, California

By: 
Patrick J. Ivie