

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

RICHARD DENNIS, SONTERRA CAPITAL  
MASTER FUND, LTD., FRONTPOINT FINANCIAL  
SERVICES FUND, L.P., FRONTPOINT ASIAN  
EVENT DRIVEN FUND, L.P., FRONTPOINT  
FINANCIAL HORIZONS FUND, L.P., AND  
ORANGE COUNTY EMPLOYEES RETIREMENT  
SYSTEM, on behalf of themselves and all others  
similarly situated,

Docket No. 16-cv-06496 (LAK)

Plaintiffs,

-against-

JPMORGAN CHASE & CO., JPMORGAN CHASE  
BANK, N.A., BNP PARIBAS, S.A., THE ROYAL  
BANK OF SCOTLAND GROUP PLC, THE ROYAL  
BANK OF SCOTLAND PLC, RBS N.V., RBS GROUP  
(AUSTRALIA)  
PTY LIMITED, UBS AG, AUSTRALIA AND NEW  
ZEALAND BANKING GROUP LTD.,  
COMMONWEALTH BANK OF AUSTRALIA,  
NATIONAL AUSTRALIA BANK LIMITED,  
WESTPAC BANKING CORPORATION, DEUTSCHE  
BANK AG, HSBC HOLDINGS PLC, HSBC BANK  
AUSTRALIA LIMITED, LLOYDS BANKING  
GROUP PLC, LLOYDS BANK PLC, MACQUARIE  
GROUP LTD., MACQUARIE BANK LTD., ROYAL  
BANK OF CANADA, RBC CAPITAL MARKETS  
LLC, MORGAN STANLEY, MORGAN STANLEY  
AUSTRALIA LIMITED, CREDIT SUISSE GROUP  
AG, CREDIT SUISSE AG, ICAP PLC, ICAP  
AUSTRALIA PTY LTD., TULLETT PREBON PLC,  
TULLETT PREBON (AUSTRALIA) PTY LTD., AND  
JOHN DOES NOS. 1-50.

Defendants.

**DECLARATION OF JACK EWASHKO ON BEHALF OF A.B. DATA, LTD.  
REGARDING NOTICE ADMINISTRATION**

Pursuant to 28 U.S.C. §1746, I, Jack Ewashko, declare:

1. I am a Client Services Director of A.B. Data, Ltd.’s Class Action Administration Company (“A.B. Data” or “Settlement Administrator”). I am over 21 years of age and am not a party to the above-captioned action (“Action”). My business address is 600 A.B. Data Drive, Milwaukee, WI 53217, and my telephone number is 414-961-7555. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. Pursuant to the Orders granting conditional certification entered on May 11, 2022 (ECF Nos. 542, 544) (the “Conditional Certification Orders”), and the Orders approving the Class Notice plan entered February 1, 2022 and amended on May 11, 2022 (ECF Nos. 525-30, 543) (the “Class Notice Orders”), A.B. Data was authorized to act as the Settlement Administrator in connection with the proposed settlements (“the Settlements”) in the above-captioned Action (the “Action”).

3. I respectfully submit this Declaration pursuant to paragraphs 19 (ECF No. 542) and 20 (ECF No. 544) of the Conditional Certification Orders, and paragraph 5 (ECF No. 543) of the Amended Class Notice Order to provide the Court with information regarding A.B. Data’s execution of the Court-approved plan of notice, including the mailing of the Notice of Proposed Class Action Settlement, November 1, 2022 Fairness Hearing Thereon, and Settlement Class Members’ Rights (the “Notice”) the publication of Summary Notice of Proposed Class Action Settlement (the “Publication Notice”), the establishment and maintenance of a website, and other administrative activities.

4. Pursuant to the Conditional Certification Orders and Class Notice Orders, the Court directed A.B. Data to execute the Court-approved Class Notice plan, which consisted of the following:

A. Disseminating copies of the Notice to potential Class Members, including: (a) Settling Defendants’<sup>1</sup> known counterparties for BBSW-Based Derivatives during the Class

---

<sup>1</sup> Settling Defendants means JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”),

- Period based on transactional and other data provided by (or to be provided by) Settling Defendants; (b) non-settling Defendants' known counterparties for BBSW-Based Derivatives, to the extent they are identified during the course of discovery and prior to the deadline to complete mailing; (c) market participants that have provided names of counterparties in BBSW-Based Derivatives pursuant to a subpoena or will provide this information prior to the deadline to complete the initial mailing; and (d) A.B. Data's proprietary list of banks, brokers, and other nominees, which are likely to trade or hold BBSW-Based Derivatives on behalf of themselves and/or their clients.<sup>2</sup> Brokerage firms, swaps dealers, or trustees that traded BBSW-Based Derivatives on behalf of customers will be instructed to either (a) forward the notice on to their customers or (b) provide a customer list so that the Settlement Administrator can notify those customers directly.
- B. Publishing and releasing the Publication Notice via print and electronic media as follows: one publication in i) *The Wall Street Journal*; ii) *Investor's Business Daily*; iii) *Financial Times*; iv) *Stocks & Commodities*; v) *Global Capital*; vi) *Hedge Fund Alert*; and vii) *Grant's Interest Rate Observer*.
  - C. Disseminating banner advertisements (i) for at least two weeks on websites (a) Zacks.com; (b) Traders.com (c) GlobalInvestorgroup.com and (d) GlobalCapital.com; (ii) once in e-newsletters from (a) *Global Investor Group*, (b) *Stocks and Commodities*, (c) Zacks.com and (d) Barchart.com; and (iii) once electronically by email "blasts" through (a) *Stocks & Commodities*; and (b) Zacks.com.
  - D. Disseminating a news release via *PR Newswire's* US1 Newswire distribution list.
  - E. Establishing a case-specific website (the "Settlement Website"), which includes copies of the Notice, Publication Notice, and other case-related documents in downloadable form at BBSWSettlement.com.

### **DIRECT MAIL NOTICE**

5. Beginning in July 2019, A.B. Data received from Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP (together, "Class Counsel") multiple data files containing names and addresses for potential Class Members from eight market participants who responded to

---

Westpac Banking Corporation ("Westpac"), Australia and New Zealand Banking Group Ltd. ("ANZ"), Commonwealth Bank of Australia ("CBA"), National Australia Bank Limited ("NAB"), Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"), Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"), BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS").

<sup>2</sup> AB Data's propriety list includes: agents and brokers selling FOREX services; senior executives of hedge funds, investment banks, and real-estate companies; currency traders dealing with the Australian Dollar; pension-fund managers and derivative traders; FOREX market traders; the largest traders on the Chicago Mercantile Exchange; ISDA members; and the largest banks and brokerage houses.

subpoenas requesting this information. The data received was electronically processed by A.B. Data to ensure adequate address formatting and the elimination of duplicate names and addresses. The names and addresses were then loaded to a segregated database created for this Action (the “A.B. Data Mailing Database”). A.B. Data received names and addresses for 10,137 potential Class Members.

6. Starting in May, 2022, pursuant to their respective Settlement Agreements, certain Settling Defendants produced data files containing names and addresses for potential Class Members either to Class Counsel or directly to A.B. Data. Class Counsel promptly provided any names and addresses it received to A.B. Data to be loaded in the A.B. Data Mailing Database.

7. Where names of potential Class Members were provided with incomplete addresses, A.B. Data undertook research to identify the correct address information. This process included utilizing a database maintained by A.B. Data of the largest banks, brokerage houses and clearing firms.

8. A.B. Data also maintains a proprietary database with names and addresses of the largest and most common banks, brokers, and other nominees (the “Record Holder Mailing Database”). At the time of the initial mailing, the Record Holder Mailing Database contained 4,176 mailing records.

9. A.B. Data electronically processed the data referenced in ¶¶ 5–8 above to ensure adequate address formatting and the elimination of duplicate names and addresses, resulting in 14,313 distinct records for mailing (the “Initial Mailing List”). A.B. Data standardized and updated the Initial Mailing List addresses using NCOALink<sup>®</sup>, a national database of address changes that is compiled by the United States Postal Service (the “USPS”).

10. Pursuant to the Conditional Certification Orders, and paragraph 3 of the Amended Class Notice Order, by the initial mailing deadline of May 23, 2022, A.B. Data caused 14,313 copies of the mailed notice (the “Class Notice”) to be mailed via first-class mail, postage prepaid, to persons and entities on the Initial Mailing List. Through the date of this Declaration, A.B. Data received 38,247 additional names and addresses of potential Class Members from Settling Defendants, brokers and other nominees. A true and accurate copy of the Class Notice is attached hereto as Exhibit A.

11. As of the date of this Declaration, 6,740 Notices were returned by the USPS to A.B. Data as undeliverable as addressed (“UAA”). In order to obtain an updated address, the 6,740UAA Notices were processed through TransUnion. Of these Notices, 1,937 new addresses were obtained, and A.B. Data promptly re-mailed the Class Notice to these potential Class Members.

12. As of the date of this Declaration, A.B. Data has mailed 52,560 Class Notices to potential Class Members.

#### **MEDIA NOTICE**

13. In accordance with the Conditional Certification Orders and paragraph 3 of the Mailed Notice Order, and as described in the Declaration of Linda Young, dated March 2, 2021 (ECF No.

452-3), and approved by the Court, A.B. Data utilized paid, digital and earned media to reach potential Class Members as set forth below.

### **NEWS RELEASE**

14. On May 23, 2022, A.B. Data caused the Publication Notice to be released via *PR Newswire*. Copies of proof of publication over *PR Newswire* are attached hereto as Exhibit B.

### **PUBLICATION NOTICE**

15. Beginning on May 25, 2022 A.B. Data caused the Publication Notice to be placed in each of the following publications. A copy of a Publication Notice is attached hereto as Exhibit C.

<b>Publication</b>	<b>Issue Date</b>
<i>The Wall Street Journal</i> (U.S. audience only)	May 26, 2022
<i>Investor's Business Daily</i>	June 6, 2022
<i>Financial Times</i> (U.S. audience only)	June 7, 2022
<i>Stocks &amp; Commodities</i>	July 2022
<i>Hedge Fund Alert</i>	May 25, 2022
<i>Grant's Interest Rate Observer</i>	May 27, 2022

### **BANNER ADVERTISEMENTS**

16. Starting on or about May 24, 2022, A.B. Data began running banner advertisements on the following websites, Zacks.com, Traders.com GlobalInvestorGroup.com and GlobalCapital.com. The banner ads were placed in premium positioning on multiple devices, including desktop, tablet, and

mobile devices. Viewers were able to click on the banner advertisement and instantly be directed to the Settlement Website. Copies of the banner advertisements are attached hereto as Exhibit D.

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

<b>Publication E-newsletter</b>	<b>Issue Date</b>
<i>Global Investor Group</i>	05/23/2022 – 06/22/2022
<i>Stocks &amp; Commodities</i>	05/26/2022
<i>Zacks.com</i>	06/07/2022
<i>Barchart</i>	5/24/2022 thru 06/22/22

18. On or about June 8, 2022, A.B. Data coordinated an email blast of the Publication Notice to be sent to “opt-in” subscribers of the following publications. The email blast was sent to 291,211 total subscribers. A copy of the email is attached hereto as Exhibit F.

<b>Website</b>	<b>Issue Date</b>
<i>Stocks &amp; Commodities</i>	6/8/2022
<i>Zacks.com</i>	6/8/2022

### **WEBSITE**

19. In accordance with the Preliminary Approval Order, on or before May 23, 2022, A.B. Data updated the Settlement Website, BBSWSettlement.com. The website lists, among other things, a summary of the case and Class Member rights and options, relevant documents, important dates, and any pertinent updates concerning the Action. The Settlement Website also provides answers to frequently asked questions. Users of the Settlement Website can view and download copies of the Notice, Publication Notice, and copies of other court documents. A true and accurate copy of the Settlement Website home page is attached as Exhibit G.

20. Additionally, the Settlement Website includes an email address (info@BBSWSettlement.com) for potential Class Members to contact A.B. Data with questions or ask for additional information.

21. As of the date of this Declaration, the website has been visited 4,661 times.

**TOLL-FREE TELEPHONE LINE**

22. Pursuant to the Court's August 27, 2019 Order (ECF No. 332), on or about September 6, 2019, a case-specific toll-free telephone number, 877-308-3241, was established with an Interactive Voice Response system. On or about May 23, 2022 the Interactive Voice Response system was modified to include live operators. Callers to the toll-free number are presented with a series of choices to respond to basic questions. If callers needed further assistance, they have the option to be transferred to a live operator during business hours.

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

**REPORT ON EXCLUSIONS**

24. Pursuant to Section III.C of the Notice, Class Members requesting exclusion from the Settlement Class were to provide the following information: (1) the name, address, and telephone number of the Settlement Class Member, (2) a list of all trade names or business names that the Settlement Class Member requests to be excluded; (3) the name of the Action ("*Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.)"); (4) a statement certifying such person is a Settlement Class Member; (5) a description of the BBSW-Based Derivatives transactions purchased, acquired, sold, held, traded or that the Settlement Class Member otherwise had any interest in that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, the effective and maturity dates and/or trade dates for each of the aforementioned transactions and the notional value or amounts of the transactions); and (vi) a statement that "I/we hereby request that I/we be excluded from the Settlement Class in



*Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) for the Settlements with” JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, and/or BNPP, Deutsche Bank, RBC, RBS and UBS. All written requests were to be signed by the Settlement Class Member and notarized. The exclusion must be sent U.S. first class mail (preferably certified mail) (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator not later than September 2, 2022.

25. A.B. Data promptly logs each request for exclusion that it receives and provide copies of the log to Class Counsel.

26. As of the date of this Declaration, A.B. Data has received one (1) request for exclusion. Following the September 2, 2022 deadline for Class Members to request exclusion from the Settlement Class, A.B. Data will submit a supplemental declaration that will address all requests for exclusion received.

### **REPORT ON OBJECTIONS**

27. Pursuant to Section III.B of the Notice, Settlement Class Members who wish to object to the fairness, reasonableness, or adequacy of any term or aspect of the Settlements, are to file such objection with the Court and to serve on Class Counsel and all counsel for Settling Defendants no later than September 2, 2022.

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

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

Executed this 1st day of August 2022.



---

Jack Ewashko

# EXHIBIT A

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

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*Dennis et al. v. JPMorgan Chase & Co. et al.*

No. 16-cv-06496 (LAK)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, NOVEMBER 1, 2022 FAIRNESS HEARING  
THEREON, AND SETTLEMENT CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS AND ENTITIES WHO TRANSACTED IN BBSW-BASED DERIVATIVES BETWEEN JANUARY 1, 2003 AND AUGUST 16, 2016 INCLUSIVE.

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

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

*If you are a brokerage firm, swaps dealer, or trustee through which BBSW-Based Derivatives<sup>1</sup> were traded between January 1, 2003 and August 16, 2016, inclusive, on behalf of customers that are Settlement Class Members as defined in Section I.C below, Plaintiffs' Counsel requests that you provide the name and last known address of such customers to the Settlement Administrator at the address listed in Section VIII below within two weeks of receiving this Notice. If you are restricted from disclosure under any applicable domestic or foreign data privacy, bank secrecy, state secret, or other law, then Plaintiffs' Counsel requests that you provide this Notice directly to any of your customers that are Settlement Class Members if permitted to do so by such applicable rules and laws. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated.*

This Notice of the pendency of this class action and of the proposed settlements with JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"), Westpac Banking Corporation ("Westpac"), Australia and New Zealand Banking Group Ltd. ("ANZ"), Commonwealth Bank of Australia ("CBA"), National Australia Bank Limited ("NAB"), Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"), Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"), BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS") is being given pursuant to Rule 23 of the Federal Rules of Civil Procedure and Orders of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Notice is to inform you of your rights in connection with the proposed settlements and the pendency of the above-captioned class action (the "Action"). If they are all approved by the Court, the proposed settlements would fully resolve this case as to the non-dismissed Defendants.

Representative Plaintiffs<sup>2</sup> are traders of BBSW-Based Derivatives. Representative Plaintiffs allege that Defendants conspired to manipulate and manipulated the Bank Bill Swap Reference Rate ("BBSW") and the prices of BBSW-Based Derivatives during a period beginning on January 1, 2003 ("Class Period"). For the purposes of these Settlements, the Class Period ends on August 16, 2016, inclusive.

<sup>1</sup> "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on the Bank Bill Swap Rate ("BBSW") or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-based deposits or loans, including floating rate notes, deposit-taking facilities, and commercial loans that are priced or call for payments due, in whole or in part, based on BBSW, including Australian dollar deposits and loans ("BBSW-Based Deposits or Loans"); or (ii) any negotiable certificates of deposit ("NCDs") and bank accepted bills ("BABs") issued and accepted by Prime Banks (collectively, "Prime Bank Bills") or Prime Bank eligible securities. "Prime Banks" means the banks designated by AFMA as prime banks during the Settlement Class Period.

<sup>2</sup> "Representative Plaintiffs" means (i) as to JPMorgan, Richard Dennis, Sonterra Capital Master Fund, Ltd., FrontPoint Financial Services Fund, L.P., FrontPoint Asian Event Driven Fund, L.P., FrontPoint Financial Horizons Fund, L.P., Fund Liquidation Holdings, LLC, and any subsequently named plaintiff(s), including but not limited to Orange County Employees Retirement System ("OCERS"), and any of their assignees

The Settling Defendants in the Action are JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has denied and continues to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Settling Defendants have agreed to the Settlements solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by any of the Settling Defendants.

- Representative Plaintiffs entered into a settlement with JPMorgan on November 20, 2018, amended on March 1, 2021 and on January 13, 2022 (the “JPMorgan Settlement Agreement”). JPMorgan, to resolve the claims against it, agreed to pay by wire transfer a total of \$7,000,000 as follows: (a) \$1,500,000 into the Escrow Account within seven (7) Business Days after the Court grants the Conditional Certification Order; and (b) \$5,500,000 into the Escrow Account within seven (7) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with Westpac on March 1, 2021, amended on January 13, 2022 (the “Westpac Settlement Agreement”). Pursuant to the Westpac Settlement Agreement, Westpac has agreed to pay by wire transfer a total of \$25,000,000 as follows: (a) \$12,500,000 into the Escrow Account within ten (10) Business Days after the Court issues the Conditional Certification Order; and (b) \$12,500,000 into the Escrow Account within seven (7) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with ANZ on December 10, 2021 (the “ANZ Settlement Agreement”). ANZ, to resolve the claims against it, agreed to pay by wire transfer a total of \$35,500,000 as follows: (a) \$17,750,000 into the Escrow Account within ten (10) Business Days after the Court grants the Conditional Certification Order; and (b) \$17,750,000 into the Escrow Account within ten (10) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with CBA on December 10, 2021 (the “CBA Settlement Agreement”). CBA, to resolve the claims against it, agreed to pay by wire transfer a total of \$35,500,000 as follows: (a) \$17,750,000 into the Escrow Account within ten (10) Business Days after the Court grants the Conditional Certification Order; and (b) \$17,750,000 into the Escrow Account within ten (10) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with NAB on December 10, 2021 (the “NAB Settlement Agreement”). NAB, to resolve the claims against it, agreed to pay by wire transfer a total of \$27,000,000 into the Escrow Account within fifteen (15) Business Days after the Court grants the Conditional Certification Order.
- Representative Plaintiffs entered into a settlement with Morgan Stanley on October 1, 2021, amended on January 13, 2022 (the “Morgan Stanley Settlement Agreement”). Morgan Stanley, to resolve the claims against it, agreed to pay by wire transfer a total of \$7,000,000 as follows: (a) \$1,500,000 into the Escrow Account within seven (7) Business Days after the Court grants the Conditional Certification Order; and (b) \$5,500,000 into the Escrow Account within seven (7) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with Credit Suisse on January 21, 2022 (“Credit Suisse Settlement Agreement”). Credit Suisse, to resolve the claims against it, agreed to pay by wire transfer a total of \$8,875,000 as follows: (a) \$4,437,500 into the Escrow Account within fifteen (15) Business Days after the Court grants the Conditional Certification Order; and (b) \$4,437,500 into the Escrow Account within seven (7) Business Days after entry of the Final Approval Order and Final Judgment.
- Representative Plaintiffs entered into a settlement with BNPP, Deutsche Bank, RBC, RBS and UBS on April 29, 2022 (the “Group Settling Defendants Settlement Agreement”). Pursuant to the Group Settling Defendants Settlement Agreement, the foregoing five Settling Defendants have agreed to pay by wire transfer a total of \$40,000,000 into the Escrow Account within thirty (30) Business Days after the Court issues the Conditional Certification Order.

The foregoing eight (8) settlements are referred to herein collectively as the “Settlement Agreements.”<sup>3</sup> The foregoing payments from JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS, plus all interest earned thereon, constitute the Settlement Funds. The Settlements also require JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS to provide certain cooperation to the Representative Plaintiffs. See Section II below.

**Right to Submit a Proof of Claim and Release to Participate in the Settlements.** Settlement Class Members may be entitled to share in the Net Settlement Funds if they submit a valid and timely Proof of Claim and Release (“Claim Form”) postmarked no later than January 16, 2023. See Section III.A and Section IV below. The Claim Form will be posted on the Settlement Website and will be available for download no later than August 3, 2022.

However, if you are a Settlement Class Member but do not file a Claim Form, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlements. See Section II.H below.

**Fairness Hearing and Right to Object.** The Court has scheduled a public hearing on final approval for November 1, 2022 at 4:00 p.m. in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007

---

that may exist now or in the future; (ii) as to Westpac, ANZ, CBA, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS, Richard Dennis and OCERS and any subsequently named plaintiff(s) that may be added to this Action through amended or supplemental pleadings; and (iii) as to NAB, Richard Dennis, OCERS, Fund Liquidation Holdings, LLC and any subsequently named plaintiff(s) that may be added to this Action through amended or supplemental pleadings.

<sup>3</sup> Capitalized terms not otherwise defined herein shall have the same meanings assigned to them in the Settlement Agreements, as applicable.

(“Fairness Hearing”). The purpose of the Fairness Hearing is to determine, among other things, whether the Settlements, the Distribution Plan, the application by Class Counsel for attorneys’ fees and reimbursement of expenses, and Representative Plaintiffs’ application for Incentive Awards are fair, reasonable, and adequate. If you remain in the Settlement Class, then you may object to any aspect of the Settlements, the Distribution Plan, Class Counsel’s request for attorneys’ fees and expenses, or any other matters. See Section III.B below. All objections must be made in accordance with the instructions set forth below and must be filed with the Court and served on the attorneys set forth below on or before September 2, 2022, or they will not be considered. See Section III.B below.

**Only Members of the Settlement Class Who Submit a Valid Claim Form Will Be Eligible to Share in the Settlement**

**Fund.** Assuming final approval by the Court, one hundred eighty-five million eight hundred seventy-five thousand dollars (\$185,875,000), plus interest, in the Settlement Funds obtained from JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS will, net of such attorneys’ fees, costs, taxes, and other deductions as are provided for by the Settlements and approved by the Court, be distributed to Settlement Class Members who properly complete and timely return a valid Claim Form, and are entitled to distribution under the Distribution Plan.

**Right to Exclude Yourself from the Settlement Class for the Settlement.** The Court will exclude you from the Settlement Class if you make a written request for exclusion from one or more of the Settlements in the form described in Section III.C that is sent in writing by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator at the address in Section III.C below not later than September 2, 2022. **To be valid, the request for exclusion must comply with the requirements set forth in the Court’s orders dated February 1, 2022 and May 11, 2022 and summarized in Section III.C below.** The Court’s orders are available on the Settlement Website. If you exclude yourself from the Settlement Class, you will not be entitled to share in the Net Settlement Fund.

## **I. BACKGROUND OF THE LITIGATION**

### **A. The Nature of this Lawsuit**

Plaintiffs allege that, during the Class Period, Defendants JPMorgan, BNP Paribas, S.A. (“BNPP”), The Royal Bank of Scotland Group plc, The Royal Bank of Scotland plc, RBS, N.V., RBS Group (Australia) Pty Limited, UBS AG (“UBS”), ANZ, CBA, NAB, Westpac, Deutsche Bank AG (“Deutsche Bank”), HSBC Holdings plc, HSBC Bank Australia Limited, Lloyds Banking Group plc, Lloyds Bank plc, Macquarie Group Ltd., Macquarie Bank Ltd., Royal Bank of Canada, RBC Capital Markets, LLC, Morgan Stanley, Credit Suisse Group AG, Credit Suisse AG (collectively, “Bank Defendants”), ICAP plc, ICAP Australia Pty Ltd., Tullett Prebon plc, and Tullett Prebon (Australia) Pty Ltd. (collectively, “Broker Defendants,” and with Bank Defendants, “Defendants”) agreed, combined, and conspired to manipulate BBSW and fix the prices of BBSW-Based Derivatives. Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that Defendants coordinated manipulative, uneconomic transactions of Prime Bank Bills during the daily BBSW “Fixing Window” in order to move the published BBSW rate in a direction that benefitted their BBSW-Based Derivatives trading positions and that the Broker Defendants assisted the Bank Defendants’ effort to manipulate BBSW. Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act (“CEA”), the Racketeer Influenced and Corrupt Organizations Act (“RICO”), and common law.

JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS (the “Settling Defendants”) have denied and continue to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiffs. Settling Defendants further deny they have violated, in any way and to any degree, *inter alia*, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any claim available under U.S. common law, and maintain that they have meritorious defenses to all claims alleged in the Action. The Settling Defendants are entering into the Settlements solely to avoid the continuing cost and burden of, and business interruption associated with, the Action.

### **B. Procedural History of the Action**

On August 16, 2016, Plaintiffs Richard Dennis, Sonterra Capital Master Fund, Ltd., FrontPoint Financial Services Fund, L.P., FrontPoint Asian Event Driven Fund, L.P., and FrontPoint Financial Horizons Fund, L.P. filed the first Class Action Complaint in the United States District Court for the Southern District of New York captioned *Dennis et al. v. JPMorgan Chase & Co.*, No. 16-cv-06496 (LAK) (S.D.N.Y.), individually and on behalf of a proposed class comprised of all persons or entities that engaged in transactions for BBSW-Based Derivatives, during the period of at least January 1, 2003 through the date on which the effects of Defendants’ conduct ceased. The action was assigned to the Honorable Lewis A. Kaplan. ECF No. 1.

On December 19, 2016, Plaintiffs filed their Amended Class Action Complaint (the “FAC”). ECF No. 63. On February 24, 2017, Defendants moved to dismiss the FAC under FED. R. CIV. P. 12(b)(1), 12(b)(2), 12(b)(3), and 12(b)(6), filing three separate memoranda of law and twenty-four declarations challenging Plaintiffs’ claims. ECF Nos. 109-137. On April 28, 2017, Plaintiffs filed their opposition to Defendants’ motion to dismiss, including two memoranda of law and two declarations. ECF Nos. 153-156. On May 25, 2017, Defendants filed their reply memoranda of law and a declaration in support of their motion to dismiss. ECF Nos. 163-166.

On May 31, 2017, the Court “so ordered” Plaintiffs’ notice of voluntary dismissal of six alleged Australian branches of certain Bank Defendants, who were also named in the Action. ECF No. 168.

On October 31, 2017, Defendants filed a supplemental memorandum of law and a declaration in further support of their motion to dismiss the FAC under FED. R. CIV. P. 12(b)(1) and 12(b)(6). ECF Nos. 186-187. On November 14, 2017, Plaintiffs filed under seal



a memorandum of law in opposition to Defendants' supplemental memorandum of law in support of their motion to dismiss the FAC. On November 21, 2017, Defendants filed under seal a reply memorandum of law in further support of their motion to dismiss the FAC. On November 28, 2017, Plaintiffs filed a motion for leave to file a sur-reply memorandum of law in opposition to Defendants' motion to dismiss the FAC. ECF Nos. 195-196. The Court denied this motion. ECF No. 199.

On January 23, 2018, counsel for Plaintiffs and Defendants appeared before the Court for oral argument on Defendants' motion to dismiss the FAC. ECF No. 205. On February 2, 2018, Defendants requested leave to file an additional motion to dismiss the FAC, which the Court granted on February 5, 2018. ECF No. 208. On February 23, 2018, Defendants filed under seal a memorandum of law in further support of their additional motion to dismiss the FAC under FED. R. CIV. P. 12(b)(1) and 12(b)(6). On March 13, 2018, Plaintiffs filed under seal a memorandum of law in opposition to Defendants' additional motion to dismiss the FAC. On March 23, 2018, Defendants filed under seal a reply memorandum of law in further support of their additional motion to dismiss the FAC.

On November 21, 2018, Plaintiffs moved for conditional class certification of Plaintiffs' Settlement with JPMorgan. ECF Nos. 223-226.

On November 26, 2018, the Court issued two Opinions granting in part and denying in part Defendants' motions to dismiss the FAC. The Court dismissed all claims asserted by Plaintiffs Sonterra Capital Master Fund, Ltd., FrontPoint Financial Services Fund, L.P., FrontPoint Asian Event Driven Fund, L.P., and FrontPoint Financial Horizons Fund, L.P. (ECF No. 227), and all of Plaintiff Richard Dennis' claims except for his antitrust claims against Defendants Morgan Stanley and RBC Capital Markets, LLC, and his common law claims against Defendant Morgan Stanley. ECF No. 228 (the "November 26 Omnibus Order"). On the same date, the Court issued a separate Order conditionally certifying the Settlement Class for Plaintiffs' Settlement with JPMorgan. ECF No. 229.

On December 10, 2018, Plaintiffs and Defendants Morgan Stanley and RBC Capital Markets, LLC each moved for reconsideration of the November 26 Omnibus Order. ECF Nos. 238-243. On December 20, 2018, the Court issued a Memorandum and Order denying all parties' motions for reconsideration of its November 26 Omnibus Order. ECF No. 255.

On January 15, 2019, Plaintiffs moved for leave to file a Proposed Second Amended Class Action Complaint, adding Orange County Employees Retirement System ("OCERS") as a Plaintiff and adding additional allegations against Defendants. ECF Nos. 260, 263. Plaintiffs also moved for jurisdictional discovery from Defendants NAB, HSBC Holdings plc, HSBC Bank Australia Limited, and Morgan Stanley. ECF Nos. 261-262.

On January 28, 2019, the Court issued an Order endorsing a stipulation entered by Plaintiffs and Broker Defendants, pursuant to which Plaintiff OCERS' claims against Broker Defendants are deemed dismissed and preserved for appeal. ECF No. 271. On March 4, 2019, the Court issued an Order endorsing a stipulation entered by Plaintiffs and Defendants Macquarie Bank Ltd., Macquarie Group Ltd., Lloyds Banking Group plc, Lloyds Bank plc, and Credit Suisse Group AG, pursuant to which Plaintiff OCERS' claims against these Defendants are deemed dismissed and preserved for appeal. ECF No. 276.

On March 4, 2019, the Court also issued an Order endorsing a stipulation entered by Plaintiffs and all Defendants not bound by ECF Nos. 271 and 276, pursuant to which Plaintiffs' Proposed Second Amended Class Action Complaint was to be filed on the docket as the Second Amended Class Action Complaint (the "SAC"). The Order also prescribed a briefing schedule for Defendants' motion to dismiss the SAC. ECF No. 277. On April 3, 2019, Plaintiffs filed the SAC, including twelve exhibits. ECF No. 281.

On May 20, 2019, Defendants moved to dismiss the SAC, filing three separate memoranda of law and four declarations challenging Plaintiffs' claims. ECF Nos. 298-304, 306-308. Defendants NAB, HSBC Holdings plc, HSBC Bank Australia Limited, and Morgan Stanley also filed their memorandum of law in opposition to Plaintiffs' motion for jurisdictional discovery from them. ECF No. 305.

On July 8, 2019, Plaintiffs filed their opposition to Defendants' motion to dismiss the SAC, including three separate memoranda of law and a declaration. ECF Nos. 314-315, 317-318. Plaintiffs also filed their reply memorandum of law in support of their motion for jurisdictional discovery from Defendants NAB, HSBC Holdings plc, HSBC Bank Australia Limited, and Morgan Stanley. ECF No. 316.

On August 7, 2019, Defendants filed their replies in support of their motion to dismiss. ECF Nos. 324-27.

On February 13, 2020, the Court issued an Order that: (1) denied the motion to dismiss OCERS's claims for lack of personal jurisdiction except with respect to seven Defendants (HSBC Bank Australia Limited, HSBC Holdings plc, Morgan Stanley Australia Limited, NAB, The Royal Bank of Scotland Group plc, RBS N.V., and RBS Group (Australia) Pty Limited) for which the motion was granted; (2) granted Defendants' motion to dismiss the claims of all other plaintiffs for lack of personal jurisdiction; (3) dismissed OCERS's CEA claim asserted in its representative capacity as untimely; (4) denied Plaintiffs' motion for jurisdictional discovery; (5) denied Morgan Stanley's motion to dismiss except with respect to OCERS's claim for breach of the implied covenant of good faith and fair dealing against Morgan Stanley for which the motion was granted; and (6) granted RBC Capital Markets' motion to dismiss for failure to state a claim. ECF No. 347.

On February 27, 2020, Defendants ANZ and CBA filed a motion for reconsideration of the Court's Order that found personal jurisdiction over ANZ and CBA under a consent theory of jurisdiction concerning OCERS's claims. ECF Nos. 350-51. On March 12, 2020, Plaintiffs filed their opposition to Defendants ANZ and CBA's motion for reconsideration. ECF No. 355. On March 19, 2020, Defendants ANZ and CBA filed their reply in support of their motion for reconsideration. ECF No. 360. On August 4, 2020, the Court denied Defendants' motion for reconsideration. ECF No. 394.

On March 27, 2020, Defendants submitted a revised proposed case management plan and scheduling order due to the COVID-19 pandemic. ECF No. 361. On April 10, 2020, the Court issued a scheduling order that incorporated the revisions to case deadlines. ECF No. 364.

On June 16, 2020, Defendants UBS, BNPP, RBC, CBA, Morgan Stanley, Credit Suisse AG, The Royal Bank of Scotland plc, Westpac, ANZ, and Deutsche Bank filed answers to the SAC. ECF Nos. 373, 375-85.

On July 27, 2020, BNPP filed a motion for judgment on the pleadings pursuant to FED. R. CIV. P. 12(c). In the motion, BNPP argued that: (1) the FX Benchmark Litigation Settlement Agreement bars all claims arising out of the trades with BNPP identified by OCERS; and (2) the Court's prior personal jurisdiction rulings bar any remaining claims against BNPP. ECF Nos. 390-92. On August 5, 2020, Deutsche Bank, UBS, RBS, and RBC (the "Rule 12(c) Group Movants") also filed a motion for judgment on the pleadings pursuant to FED. R. CIV. P. 12(c) that mirrored the arguments in BNPP's motion. ECF Nos. 396-98. On August 5, 2020, Defendant ANZ also filed a motion for judgment on the pleadings pursuant to FED. R. CIV. P. 12(c).

On August 28, 2020, Plaintiffs Dennis and OCERS filed their omnibus memorandum in opposition to BNPP's and the Rule 12(c) Group Movants' motions for judgment on the pleadings. On September 11, 2020, they filed their opposition to ANZ's motion for judgment on the pleadings. ECF No. 415.

On September 14, 2020, BNPP and the Rule 12(c) Group Movants filed their replies in support of the motions for judgment on the pleadings. ECF Nos. 416-17. On September 25, 2020, ANZ filed its reply in support of its motion for judgment on the pleadings. ECF No. 420. The Court denied ANZ's motion on March 30, 2021 without prejudice. ECF No. 458. BNPP and the Rule 12(c) Group Movant's motions were denied on May 11, 2021. ECF No. 469.

On October 30, 2020, Dennis and OCERS filed motions for discovery concerning disputes about Defendants' objections to the scope of discovery ("Scope of Discovery Motion") and time period ("Time Period Motion"). ECF Nos. 427-28. On November 9, 2020, Defendants filed an opposition to Plaintiffs' motions (ECF Nos. 431-32), and ANZ filed a supplemental opposition to both motions. ECF No. 433. On July 12, 2021, the parties advised the Court that they had independently resolved the dispute that was the subject of the Scope of Discovery Motion, and on July 13, 2021, the Court denied Plaintiffs' motion without prejudice to renew it if the parties were unable to resolve any remaining discovery disputes by agreement. ECF No. 471. On September 15, 2021, the Court denied without prejudice the Time Period Motion. ECF No. 476.

On March 2, 2021, Plaintiffs Dennis and OCERS filed their motion to conditionally certify the Settlement Class in connection with the proposed class action settlement with Westpac and their motion for a superseding order conditionally certifying the Settlement Class in connection with an amendment to the JPMorgan Settlement. ECF Nos. 450-54. The Court granted the motions on March 30, 2021. ECF Nos. 457, 459-60.

On December 10, 2021, Plaintiffs Dennis and OCERS filed their motion to conditionally certify the Settlement Class in connection with the proposed class action settlements with ANZ, CBA, NAB and Morgan Stanley. ECF Nos. 488-94. On January 13, 2022, Plaintiffs Dennis and OCERS moved the Court for: (i) an order directing issuance of the Notice as to the ANZ, CBA, JPMorgan, Morgan Stanley, NAB, and Westpac Settlements (the "Notice Order"); (ii) superseding orders conditionally certifying the Settlement Class in connection with a second amendment of the JPMorgan Settlement and an amendment of the Westpac settlement; and (iii) entering an amended proposed order conditionally certifying the Settlement Class in connection with an amendment to the Morgan Stanley Settlement.

On February 1, 2022, the Court granted the motions to conditionally certify the Settlement Class in connection with the proposed class action settlements with ANZ, CBA, NAB and Morgan Stanley, entered the superseding orders conditionally certifying the Settlement Class in connection with the second amendment to the JPMorgan and amendment to the Westpac Settlements and issued the Notice Orders. ECF Nos. 517-522, 525-530. On April 29, 2022, Plaintiffs Dennis and OCERS moved the Court for (a) an order conditionally certifying the Settlement Class in connection with Plaintiffs' proposed class action settlements with (i) Credit Suisse and (ii) BNPP, Deutsche Bank, RBC, RBS and UBS and (b) an order directing that the issuance of the Notice as to Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS, be combined with the issuance of Notice as to the proposed class action settlements with ANZ, CBA, JPMorgan, Morgan Stanley, NAB, and Westpac. The Court granted the foregoing motion on May 11, 2022. ECF Nos. 542-544.

### **C. The Definition of the Settlement Class**

#### **1. The JPMorgan Settlement**

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

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during the period January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

Notwithstanding the sentence above that "[e]xcluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government," and



solely for purposes of this Settlement and this Settlement Class, Investment Vehicles<sup>4</sup> are not to be excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates, subsidiaries, parents or agents of Defendants or controlled by Defendants or affiliates, subsidiaries, parents or agents of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate, subsidiary, parent or agent thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Settlement Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

## **2. The Westpac Settlement**

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

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

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

## **3. The ANZ Settlement**

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

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

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

## **4. The CBA Settlement**

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

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

Notwithstanding the sentence above that “[e]xcluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government,” and

---

<sup>4</sup> “Investment Vehicles” means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds; and (ii) employee benefit plans.

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

#### **5. The NAB Settlement**

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

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

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

#### **6. The Morgan Stanley Settlement**

The Court has conditionally certified, for purposes of the Morgan Stanley Settlement only, the Settlement Class, defined as:

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

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

#### **7. The Credit Suisse Settlement**

The Court has conditionally certified, for purposes of the Credit Suisse Settlement only, the Settlement Class, defined as:

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

Notwithstanding the sentence above that “[e]xcluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government,” and solely for purposes of this Settlement and this Settlement Class, Investment Vehicles are not excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates, subsidiaries, parents or agents of Defendants or controlled by Defendants or affiliates, subsidiaries, parents or agents of Defendants. However, to the extent that any Defendant or any entity that might be deemed

to be an affiliate, subsidiary, parent or agent thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

## **8. The Settlement With BNPP, Deutsche Bank, RBC, RBS and UBS**

The Court has conditionally certified, for purposes of the Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS only, the Settlement Class, defined as:

All Persons (including both natural persons and entities) who purchased, acquired, sold, held, traded, or otherwise had any interest in, BBSW-Based Derivatives during January 1, 2003 through August 16, 2016, inclusive, provided that, if Representative Plaintiffs expand the putative or certified class in this Action in or through any subsequent amended complaint, class motion, or Other Settlement, the defined Settlement Class in this Settlement Agreement shall be expanded so as to be coterminous with such expansion. Excluded from the Settlement Class are the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and the United States Government.

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

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. Settlement with JPMorgan**

On behalf of the Settlement Class, Representative Plaintiffs entered into the Settlement Agreement with JPMorgan on November 20, 2018, which was amended by agreement on March 1, 2021 and again on January 13, 2022. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the JPMorgan Settlement Agreement, the Amendment to the JPMorgan Settlement Agreement, and the Second Amendment to the JPMorgan Settlement Agreement, which are on file with the Court at the address indicated in this Notice and are available at the official website for the Settlement, at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) (the “Settlement Website”).

#### **1. JPMorgan’s Payments for the Benefit of the Settlement Class**

##### **a. Monetary Payment**

Subject to the terms and conditions of the JPMorgan Settlement Agreement, JPMorgan has agreed to pay \$7,000,000 for the benefit of the Settlement Class in order to settle the claims against it.

##### **b. No Right to Reversion**

The JPMorgan Settlement Agreement does not provide JPMorgan with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to JPMorgan.

##### **c. JPMorgan’s Potential Right To Termination**

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

##### **d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website as soon as practicable.

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

#### **2. The Cooperation Provided under the JPMorgan Settlement for the Benefit of the Class**

As fully set forth in the JPMorgan Settlement, Agreement JPMorgan agreed to provide certain cooperation to Class Counsel for the benefit of the Class, including: (i) documents produced to government agencies in connection with their investigations of BBSW-related conduct, together with information sufficient to show the search parameters that were utilized in connection with such productions, and information sufficient to identify JPMorgan personnel who worked on relevant trading and treasury desks; (ii) reasonably available trade data pertaining to JPMorgan’s transactions in BBSW-denominated interbank money market instruments and BBSW-Based Derivatives during the Class Period; (iii) documents concerning BBSW reporting rules and standards and JPMorgan’s BBSW submissions; (iv) reasonably available documents reflecting the information reflected in JPMorgan’s submissions to the Federal Reserve Bank of New York, Bank of International Settlements, and OTC Derivatives Supervisors Group relating to their surveys on

turnover in foreign exchange and interest rate derivative markets for BBSW-Based Derivatives, for the years 2000, 2004, 2007, 2010, and 2013; and (v) non-privileged declarations, affidavits, and statements concerning Plaintiffs' allegations regarding BBSW and BBSW-Based Derivatives, provided these documents exist and are reasonably available.

## **B. Settlement with Westpac**

On behalf of the Settlement Class, Representative Plaintiffs entered into the Westpac Settlement Agreement with Westpac on March 1, 2021, which was amended by agreement on January 13, 2022. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the Westpac Settlement Agreement and the Amendment to the Westpac Settlement Agreement, which are on file with the Court at the address indicated in this Notice and are available at the Settlement Website.

### **1. Westpac's Payments for the Benefit of the Settlement Class**

#### **a. Monetary Payment**

Subject to the terms and conditions of the Westpac Settlement Agreement, Westpac has agreed to pay \$25,000,000 for the benefit of the Settlement Class in order to settle the claims against it.

#### **b. No Right to Reversion**

The Westpac Settlement Agreement does not provide Westpac with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to Westpac.

#### **c. Westpac's Potential Right To Termination**

Sections 22 and 23 of the Westpac Settlement Agreement describes Westpac's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, Westpac has the right (as qualified in the Westpac Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

#### **d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

### **2. The Cooperation Provided under the Westpac Settlement for the Benefit of the Class**

As fully set forth in the Westpac Settlement Agreement, Westpac agrees to provide the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Class: (i) non-privileged documents, data, information and other materials in Westpac's possession, custody or control that were previously produced by Westpac to the Australian Securities Investments Commission ("ASIC") in connection with (a) investigation(s) by ASIC regarding BBSW and/or (b) the action captioned *Australian Securities & Investments Commission v. Westpac Banking Corporation* (ACN 007 457 141) (VID282/2016) (hereinafter, "*ASIC v. Westpac*") which Westpac is free to produce to Representative Plaintiffs without a court order in Australia and/or third party consent; (ii) non-privileged documents, data, information and other materials in Westpac's possession, custody or control that were entered into the trial record in *ASIC v. Westpac* which Westpac considers it is free to produce to Representative Plaintiffs without a court order in Australia and/or third-party consent; and (iii) if requested, and if located after a reasonable search, Westpac's and other Panel Banks' BBSW submissions for all tenors of BBSW on a daily basis; and Westpac's and other market participants' bids, offers, purchases, sales, repurchases, issuances or acceptances of Prime Bank Bills for the period January 1, 2003 to August 16, 2016, inclusive.

## **C. Settlement with ANZ**

On behalf of the Settlement Class, Representative Plaintiffs entered into the ANZ Settlement Agreement with ANZ on December 10, 2021. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the ANZ Settlement Agreement, which is on file with the Court at the address indicated in this Notice and is available at the Settlement Website.

### **1. ANZ's Payments for the Benefit of the Settlement Class**

#### **a. Monetary Payment**

Subject to the terms and conditions of the ANZ Settlement Agreement, ANZ has agreed to pay \$35,500,000 for the benefit of the Settlement Class in order to settle the claims against it.

#### **b. No Right to Reversion**

The ANZ Settlement Agreement does not provide ANZ with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to ANZ.

#### **c. ANZ's Potential Right To Termination**

Sections 22 and 23 of the ANZ Settlement Agreement describes ANZ's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, ANZ has the right (as qualified in the ANZ Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.



**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided under the ANZ Settlement for the Benefit of the Class**

As fully set forth in the ANZ Settlement Agreement, ANZ agrees to provide cooperation, subject to a court order, that is, on the whole, at least the equivalent of the cooperation that Westpac agreed to provide, including the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Class: (i) relevant, non-privileged documents, data, information and other materials in ANZ's possession, custody or control that were both previously reviewed for production in this Action and produced by ANZ to ASIC in connection with investigation(s) by ASIC regarding BBSW and/or the action captioned *Australian Securities & Investments Commission v. Australia and New Zealand Banking Group Limited* (VID197/2016) (hereinafter, "*ASIC v. ANZ*") that are not publicly available, that ANZ considers it is free to produce to Representative Plaintiffs without a court order in Australia and/or third-party consent, and that are "relevant" to the remaining claims against or defenses of the non-settling Defendants in this Action; (ii) non-privileged documents, data, information and other materials in ANZ's possession, custody or control that were entered into the trial record in *ASIC v. ANZ* which ANZ considers it is free to produce to Representative Plaintiffs without a court order in Australia and/or third-party consent, to the extent that any such material has not already been produced to the Representative Plaintiffs in this Action; (iii) documents reflecting ANZ's and other market participants' purchases, sales, repurchases, issuances or acceptances of Prime Bank Bills to the extent such documents were previously produced to ASIC, including, if produced to ASIC, any additional details concerning the purchases and sales; (iv) documents and data showing details of ANZ's purchases and sales of Bank Accepted Bills ("BAB") and Negotiable Certificates of Deposit (together, "Prime Bank Bills") for the time period January 1, 2005 through June 30, 2015; and (v) documents and data reflecting the details of ANZ's and other market participants' BBSW-Based Derivatives transactions.

**D. Settlement with CBA**

On behalf of the Settlement Class, Representative Plaintiffs entered into the CBA Settlement Agreement with CBA on December 10, 2021. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the CBA Settlement Agreement, which is on file with the Court at the address indicated in this Notice and is available at the Settlement Website.

**1. CBA's Payments for the Benefit of the Settlement Class****a. Monetary Payment**

Subject to the terms and conditions of the CBA Settlement Agreement, CBA has agreed to pay \$35,500,000 for the benefit of the Settlement Class in order to settle the claims against it.

**b. No Right to Reversion**

The CBA Settlement Agreement does not provide CBA with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to CBA.

**c. CBA's Potential Right To Termination**

Sections 22 and 23 of the CBA Settlement Agreement describes CBA's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, CBA has the right (as qualified in the CBA Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided under the CBA Settlement for the Benefit of the Class**

As fully set forth in the CBA Settlement Agreement, CBA agrees to provide cooperation, subject to a court order, that, as a whole, is at least the equivalent of the cooperation provided by Westpac, including the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Class: (i) time-stamped Prime Bank Bill data that certain of the Broker Defendants provided to CBA during the course of ASIC's investigation showing information concerning CBA's transactions with each broker; (ii) relevant interbank emails and chats involving the document custodians; (iii) daily screen snapshots, of any of the Broker Defendants' posted bids and offers for Prime Bank Bills; (iv) electronic communications in CBA's possession reflecting CBA's and other market participants' bids and offers and Prime Bank Bill transactions; and (v) records indicating intra-day BAB futures transactions.

**E. Settlement with NAB**

On behalf of the Settlement Class, Plaintiffs entered into the NAB Settlement Agreement with NAB on December 10, 2021. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the NAB Settlement Agreement, which is on file with the Court at the address indicated in this Notice and is available at the Settlement Website.

**1. NAB's Payments for the Benefit of the Settlement Class**

**a. Monetary Payment**

Subject to the terms and conditions of the NAB Settlement Agreement, NAB has agreed to pay \$27,000,000 for the benefit of the Settlement Class in order to settle the claims against it.

**b. No Right to Reversion**

The NAB Settlement Agreement does not provide NAB with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to NAB.

**c. NAB's Potential Right To Termination**

Sections 22 and 23 of the NAB Settlement Agreement describe NAB's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, NAB has the right (as qualified in the NAB Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided under the NAB Settlement for the Benefit of the Class**

As fully set forth in the NAB Settlement Agreement, NAB agrees to provide the following cooperation, and certain additional cooperation, subject to a court order, to Class Counsel for the benefit of the Class: (i) relevant, non-privileged, reasonably available email and chat communications concerning BBSW for the time period January 1, 2009 through December 31, 2012 that were previously produced in connection with the ASIC Investigation, and/or the action captioned *Australian Securities and Investments Commission v. National Australia Bank Limited*, No. VID604/2016 ("*ASIC v. NAB*"), and information sufficient to identify NAB personnel involved in the conduct described in the Statement of Agreed Facts related to NAB's resolution of the ASIC Investigation; (ii) relevant, non-privileged, reasonably available audio files reflecting relevant communications for the time period January 1, 2009 through December 31, 2012 that were previously produced in connection with the ASIC Investigation from one hour before, during, and one hour after, the BBSW fixing window from traders on NAB's Short Term Interest Rate Risk desk ("STIRR"); (iii) reasonably available data and details (including, without limitation, dates and times, if available) pertaining to NAB's transactions in Prime Bank Bills from January 1, 2008 through December 31, 2012; (iv) reasonably available data regarding NAB's transactions in BBSW-Based Derivatives from January 1, 2008 through December 31, 2012, to the extent previously produced in connection with the ASIC Investigation; and (v) reasonably available data and risk reports reflecting the BBSW exposure of NAB's STIRR desk from January 1, 2008 through December 31, 2012, to the extent previously produced in connection with the ASIC Investigation.

**F. Settlement with Morgan Stanley**

On behalf of the Settlement Class, Plaintiffs entered into the Morgan Stanley Settlement Agreement with Morgan Stanley on October 1, 2021, which was amended by agreement on January 13, 2022. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the Morgan Stanley Settlement Agreement and the Amendment to the Morgan Stanley Settlement Agreement, which are on file with the Court at the address indicated in this Notice and are available at the Settlement Website.

**1. Morgan Stanley's Payments for the Benefit of the Settlement Class**

**a. Monetary Payment**

Subject to the terms and conditions of the Morgan Stanley Settlement Agreement, Morgan Stanley has agreed to pay \$7,000,000 for the benefit of the Settlement Class in order to settle the claims against it.

**b. No Right to Reversion**

The Morgan Stanley Settlement Agreement does not provide Morgan Stanley with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to Morgan Stanley.

**c. Morgan Stanley's Potential Right To Termination**

Sections 22 and 23 of the Morgan Stanley Settlement Agreement describes Morgan Stanley's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, Morgan Stanley has the right (as qualified in the Morgan Stanley Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided under the Morgan Stanley Settlement for the Benefit of the Class**

As fully set forth in the Morgan Stanley Settlement Agreement, Morgan Stanley agrees to provide the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Class: (i) reasonably available and accessible data and details (including, without limitation, dates and times) pertaining to Morgan Stanley Affiliates' and other market participants' bids, offers, purchases, sales, repurchases, issues or acceptances in BBSW-Based Derivatives, and Prime Bank Bills for the years 2003 through 2016; (ii) reasonably available and accessible documents or information, including audiotapes, reflecting relevant communications one hour before, during, and one hour after, the BBSW fixing window; (iii) reasonably available and accessible documents or data reflecting pricing, including intraday and/or minute-by-minute pricing for BAB futures; and (iv) reasonably available and accessible non-privileged documents and data responsive to Plaintiffs' requests for the production of documents.

**G. Settlement with Credit Suisse**

On behalf of the Settlement Class, Plaintiffs entered into the Credit Suisse Settlement Agreement with Credit Suisse on January 21, 2022. The description herein of the proposed Settlement is only a summary. This description and this Notice are qualified in their entirety by the Credit Suisse Settlement Agreement, which is on file with the Court at the address indicated in this Notice and is available at the Settlement Website.

**1. Credit Suisse's Payments for the Benefit of the Settlement Class****a. Monetary Payment**

Subject to the terms and conditions of the Credit Suisse Settlement Agreement, Credit Suisse has agreed to pay \$8,875,000 for the benefit of the Settlement Class in order to settle the claims against it.

**b. No Right to Reversion**

The Credit Suisse Settlement Agreement does not provide Credit Suisse with a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to Credit Suisse.

**c. Credit Suisse's Potential Right To Termination**

Sections 22 and 23 of the Credit Suisse Settlement Agreement describe Credit Suisse's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, Credit Suisse has the right (as qualified in the Credit Suisse Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, their right to terminate if the event occurs.

**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided under the Credit Suisse Settlement for the Benefit of the Class**

As fully set forth in the Credit Suisse Settlement Agreement, Credit Suisse agrees to provide the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Class: (i) certain documents and data produced by Credit Suisse to any governmental authorities in connection with any investigation by such entities of conduct related to BBSW; (ii) reasonably available communications collected from the files of certain individuals; and (iii) certain data and details concerning bids, offers, purchases, sales, repurchases, issues or acceptances in BBSW-Based Derivatives and Prime Bank Bills for the time period June 30, 2005 through December 31, 2012.

**H. Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS**

On behalf of the Settlement Class, Plaintiffs entered into a Settlement Agreement with BNPP, Deutsche Bank, RBC, RBS and UBS on April 29, 2022. This description and this Notice are qualified in their entirety by the Settlement Agreement with BNPP, Deutsche Bank, RBC, RBS and UBS, which is on file with the Court at the address indicated in this Notice and is available on the Settlement Website.

**1. Payments by BNPP, Deutsche Bank, RBC, RBS and UBS for the Benefit of the Settlement Class****a. Monetary Payment**

Subject to the terms and conditions of the Settlement Agreement, BNPP, Deutsche Bank, RBC, RBS and UBS have agreed to pay \$40,000,000 in total for the benefit of the Settlement Class in order to settle the claims against them.

**b. No Right to Reversion**

The Settlement Agreement with BNPP, Deutsche Bank, RBC, RBS and UBS does not provide for a right of reversion. That is, no matter how many Settlement Class Members fail to file a Claim Form or opt-out, if the Settlement is finally approved by the Court, none of the Settlement monies will revert to BNPP, Deutsche Bank, RBC, RBS or UBS.

**c. Potential Right to Termination**

Sections 22 and 23 of the Settlement Agreement describes BNPP, Deutsche Bank, RBC, RBS and UBS's right to terminate the Settlement Agreement if certain events occur. With respect to each such event, BNPP, Deutsche Bank, RBC, RBS and UBS have the

right (as qualified by the Settlement Agreement), but not the obligation, to determine to exercise, in their sole discretion, the right to terminate if the event occurs.

**d. Changes or Further Orders by the Court**

Any change by the Court to the time and place of the Fairness Hearing, or any other matter, and all further orders or requirements by the Court will be posted on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) as soon as practicable.

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

**2. The Cooperation Provided Under the Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS**

As fully set forth in the Settlement Agreement, BNPP, Deutsche Bank, RBC, RBS and UBS each agree to provide the following cooperation, and certain additional cooperation, to Class Counsel for the benefit of the Settlement Class: (i) documents and data reflecting each Settling Defendant's daily BBSW reset calendar and daily BBSW risk exposure during the period January 1, 2008 through December 31, 2012; and (ii) contact information for counterparties to BBSW-Based Derivatives transacted with Settling Defendants during the Settlement Class Period, to the extent not prevented from doing so by any court order or any foreign or domestic law, regulation, policy, or other rule of any regulatory agency or governmental body restricting disclosure of such information, and to the extent such counterparties and their respective contact information can be reasonably identified based on records that the Settling Defendants have in their possession, custody, or control.

**I. Proposed Distribution Plan**

The precise method of calculating the distribution of the Net Settlement Funds in respect of the Class Members' transactions will be determined in accordance with a Distribution Plan that will be formulated and proposed to the Court by Class Counsel. Class Counsel will present the proposed Distribution Plan to the Court for approval at least thirty (30) days before the deadline for objections set forth below. Such proposed Distribution Plan will be posted on the Settlement Website at the time it is filed on or about August 3, 2022. **Settlement Class Members are strongly encouraged to review the Settlement Website for important information about the proposed Distribution Plan and for any changes which may be made thereto.**

**J. The Releases, Discharge, and Covenant Not to Sue Under the Settlements**

**IF YOU HAVE NOT REQUESTED TO BE EXCLUDED FROM THE SETTLEMENT CLASS FOR THE SETTLEMENTS, WHEN THE SETTLEMENTS BECOME FINAL, YOU WILL BE RELEASING THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENTS INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A CLAIM FORM.**

In exchange for JPMorgan's, Westpac's, ANZ's, CBA's, NAB's, Morgan Stanley's, Credit Suisse's, BNPP's, Deutsche Bank's, RBC's, RBS's, and UBS's payments and other consideration, Settlement Class Members will release their claims against the Released Parties, as defined in the Settlement Agreements, arising in any way out of transactions in BBSW-Based Derivatives, whether or not asserted in the Action, as is more fully set forth below.

**1. The JPM Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against JPMorgan and any John Doe Defendants to the extent they are current or former JPMorgan employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or of other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer



Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former JPMorgan employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by JPMorgan; (ii) any claims against the named Defendants in this Action other than JPMorgan and other than any John Doe Defendants to the extent they are current or former employees of JPMorgan (solely in their capacity as employees of JPMorgan); or (iii) any claims against any Defendant not affiliated with JPMorgan who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

## **2. The Westpac Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against Westpac and any John Doe Defendants to the extent they are current or former Westpac employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or of other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former Westpac employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by Westpac; (ii) any claims against the named Defendants in this Action other than Westpac and other than any John Doe Defendants to the extent they are current or former employees of Westpac (solely in their capacity as employees of Westpac); or (iii) any claims against any Defendant not affiliated with Westpac who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

### **3. The ANZ Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against ANZ and any John Doe Defendants to the extent they are current or former ANZ employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former ANZ employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by ANZ; (ii) any claims against the named Defendants in this Action other than ANZ and other than any John Doe Defendants to the extent they are current or former employees of ANZ (solely in their capacity as employees of ANZ); or (iii) any claims against any Defendant not affiliated with ANZ who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

This release also constitutes a waiver of any and all provisions, rights, and benefits of any federal, state or foreign law, rule, regulation, or principle of law or equity that is similar, comparable, equivalent to, or which has the effect of, Section 1542 of the

QUESTIONS? CALL 877-308-3241, EMAIL [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or VISIT [WWW.BBSWSETTLEMENT.COM](http://WWW.BBSWSETTLEMENT.COM)

California Civil Code. Releasing Parties and Settling Class Members shall be deemed to acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, but that it is their intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release shall be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts. In entering and making this Settlement Agreement, the Parties assume the risk of any mistake of fact or law and the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

#### **4. The CBA Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against CBA and any John Doe Defendants to the extent they are current or former CBA employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former CBA employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by CBA; (ii) any claims against the named Defendants in this Action other than CBA and other than any John Doe Defendants to the extent they are current or former employees of CBA (solely in their capacity as employees of CBA); or (iii) any claims against any Defendant not affiliated with CBA who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

QUESTIONS? CALL 877-308-3241, EMAIL [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or VISIT [WWW.BBSWSETTLEMENT.COM](http://WWW.BBSWSETTLEMENT.COM)

**5. The NAB Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against NAB and any John Doe Defendants to the extent they are current or former NAB employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former NAB employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by NAB; (ii) any claims against the named Defendants in this Action other than NAB and Bank of New Zealand ("BNZ") and other than any John Doe Defendants to the extent they are current or former employees of NAB (solely in their capacity as employees of NAB) or other Released Parties; or (iii) any claims against any Defendant not affiliated with NAB who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

**6. The Morgan Stanley Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against Morgan Stanley and any John Doe Defendants to the extent they are current or former Morgan Stanley employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever



incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or of other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former Morgan Stanley employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by Morgan Stanley; (ii) any claims against the named Defendants in this Action other than Morgan Stanley and other than any John Doe Defendants to the extent they are current or former employees of Morgan Stanley (solely in their capacity as employees of Morgan Stanley); or (iii) any claims against any Defendant not affiliated with Morgan Stanley who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

## **7. The Credit Suisse Settlement**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against Credit Suisse and any John Doe Defendants to the extent they are current or former Credit Suisse employees (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);

- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or
- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or of other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former Credit Suisse employees arising solely from those former employees' conduct or alleged conduct that occurred while not employed by Credit Suisse; (ii) any claims against the named Defendants in this Action other than Credit Suisse and other than any John Doe Defendants to the extent they are current or former employees of Credit Suisse (solely in their capacity as employees of Credit Suisse); or (iii) any claims against any Defendant not affiliated with Credit Suisse who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

## **8. The Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS**

(A) Upon the Effective Date, the Action shall be dismissed fully, finally and in its entirety against the Settling Defendants and any John Doe Defendants to the extent they are current or former employees of the Settling Defendants (solely in that capacity) with prejudice.

(B) The Releasing Parties fully, finally and forever release and forever discharge and covenant not to sue the Released Parties for any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, set-offs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which Settling Class Members or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the claims, allegations or conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties, concerning any:

- (i) BBSW-Based Derivatives;
- (ii) BBSW-Based Deposits or Loans (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.);
- (iii) Prime Bank Bills or Prime Bank eligible securities purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such

financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.); or

- (iv) any similar financial instruments priced, benchmarked, or settled to BBSW purchased, sold, held, traded, and/or transacted by the Representative Plaintiffs, members of the Settlement Class, and/or Settling Class Members (to the extent such financial instruments were entered into by a U.S. Person, or by a Person from or through a location within the U.S.), including additional financial instruments or claims subsequently alleged in the Action, or in which any of the foregoing otherwise had any interest;

including, but not limited to, any alleged manipulation of BBSW under any statute, regulation, or common law, or any purported conspiracy, collusion, racketeering activity, or of other improper conduct relating to BBSW (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any other federal or state statute, regulation, or the common law).

(C) The following claims shall not be released by this Settlement: (i) any claims against former employees of the Settling Defendants arising solely from those former employees' conduct or alleged conduct that occurred while not employed by the Settling Defendants; (ii) any claims against the named Defendants in this Action other than the Settling Defendants and other than any John Doe Defendants to the extent they are current or former employees of the Settling Defendants (solely in their capacity as employees of the Settling Defendants); or (iii) any claims against any Defendant not affiliated with the Settling Defendants who may be subsequently added in this Action.

(D) Although the foregoing release is not a general release, the foregoing release constitutes a waiver by the Parties and each Settling Class Member of any and all rights and provisions under Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

(E) Upon the Effective Date, each of the Releasing Parties shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties and agrees and covenants not to sue any of the Released Parties on the basis of any Released Claims or to assist any third party in prosecuting any Released Claims against any Released Party.

\*\*\*\*\*

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

### III. YOUR OPTIONS

#### A. Submit a Claim Form for the Settlement Agreements

As a Settlement Class Member, you may be entitled to share in the Net Settlement Funds if you submit a valid and timely Claim Form demonstrating that you are an Authorized Claimant as set forth in the Settlement Agreements. Claim Forms must be postmarked to the Settlement Administrator (*see* address in Section VIII below) no later than January 16, 2023. You will be able to obtain a Claim Form on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) by no later than August 3, 2022.

#### B. Object to the Settlements

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

However, no person shall be heard in opposition to the Settlement Agreements, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, on or before September 2, 2022, such person files with the Court (and serves the same on or before such filing by hand or overnight mail on Class Counsel and all counsel for JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to intervene, including all support that the objecting Settlement Class

Member wishes to bring to the Court's attention and all evidence the objecting Settlement Class Member wishes to introduce in support of his, her, or its objection or motion. Such submission must contain: (i) a heading that refers to the Action by case name and case number; (ii) a statement of whether the objecting or intervening person or entity intends to appear at the Fairness Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, and telephone number; (iii) a statement of the specific legal and factual basis for each objection or intervention argument, including whether the objection applies only to the objector, a specific subset of the Class, or the entire Class; (iv) a description of any and all evidence the objecting person or entity may offer at the Fairness Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Fairness Hearing; and documentary proof of the objecting Person's membership in the Settlement Class; (v) a description of the BBSW-Based Derivatives transactions entered into by the Settlement Class Member that fall within the Settlement Class definition (including, (a) the number and extent of the transactions in BBSW-Based Derivatives which the Settlement Class Member purchased, acquired, sold, held, traded, or otherwise had any interest in during the Settlement Class Period, (b) the notional value or amount of each of the aforementioned transactions, and (c) the effective and maturity date and/or trade and value dates for each of the aforementioned transactions); and (vi) a list of other cases in which the objector or intervenor or counsel for the objector or intervenor has appeared either as an objector or counsel for an objector in the last five years. Persons who have timely submitted a valid request for exclusion are not Settlement Class Members and are not entitled to object. All written objections must be signed by the Settlement Class Member (or his, her, or its legally authorized representative), even if the Settlement Class Member is represented by counsel.

<p>Vincent Briganti  <b>Lowey Dannenberg, P.C.</b>  44 South Broadway, Suite 1100  White Plains, NY 10601</p>		<p>Christopher Lovell  <b>Lovell Stewart Halebian Jacobson LLP</b>  500 Fifth Avenue, Suite 2440  New York, NY 10110</p>
<b><i>Counsel for Representative Plaintiffs (Class Counsel)</i></b>		
<p>Alan C. Turner  <b>Simpson Thacher &amp; Bartlett LLP</b>  425 Lexington Avenue  New York, NY 10017</p>	<p>Timothy G. Cameron  Lauren M. Rosenberg  <b>Cravath, Swaine &amp; Moore LLP</b>  825 Eighth Avenue  New York, NY 10019</p>	<p>Penny Shane  Christopher M. Viapiano  <b>Sullivan &amp; Cromwell LLP</b>  125 Broad Street  New York, NY 10004</p>
<b><i>Counsel for JPMorgan</i></b>	<b><i>Counsel for Westpac</i></b>	<b><i>Counsel for ANZ</i></b>
<p>Jeffrey T. Scott  Mark A. Popovsky  <b>Sullivan &amp; Cromwell LLP</b>  125 Broad Street  New York, NY 10004</p>	<p>Matthew J. Porpora  Jonathan S. Carter  <b>Sullivan &amp; Cromwell LLP</b>  125 Broad Street  New York, NY 10004</p>	<p>Jon R. Roellke  <b>Morgan, Lewis &amp; Bockius LLP</b>  1111 Pennsylvania Avenue  Washington, D.C. 20004</p>
<b><i>Counsel for CBA</i></b>	<b><i>Counsel for NAB</i></b>	<b><i>Counsel for Morgan Stanley</i></b>
<p>Kelly A. Carrero  Jayant W. Tambe  <b>Jones Day</b>  250 Vesey Street  New York, NY 10281</p>	<p>Herbert S. Washer  <b>Cahill Gordon &amp; Reindel LLP</b>  32 Old Slip  New York, NY 10005</p>	<p>Jason C. Hegt  <b>Latham &amp; Watkins LLP</b>  1271 Avenue of the Americas  New York, NY 10020</p>
<b><i>Counsel for BNPP</i></b>	<b><i>Counsel for Credit Suisse</i></b>	<b><i>Counsel for Deutsche Bank</i></b>
<p>Marshall H. Fishman  <b>Goodwin Procter LLP</b>  620 Eighth Avenue  New York, NY 10018</p>	<p>David S. Lesser  <b>King &amp; Spalding LLP</b>  1185 Avenue of the Americas  New York, NY 10036</p>	<p>Jefferson E. Bell  <b>Gibson, Dunn &amp; Crutcher LLP</b>  200 Park Avenue  New York, NY 10166</p>
<b><i>Counsel for RBC</i></b>	<b><i>Counsel for RBS</i></b>	<b><i>Counsel for UBS</i></b>

### C. Request to be Excluded from the Settlement Class for the Settlements

The Court will exclude from the Settlement Class any member who requests exclusion. To exclude yourself from the Settlement Class for any of the Settlements, you must submit a written request that clearly states: (i) the name, address, and telephone number of the Settlement Class Member; (ii) a list of all trade names or business names that the Settlement Class Member requests to



be excluded; (iii) the name of the Action (“*Dennis et al. v. JPMorgan Chase & Co. et al.*,” No. 16-cv-06496 (LAK) (S.D.N.Y.)”); (iv) a statement certifying such person is a Settlement Class Member; (v) a description of the BBSW-Based Derivatives transactions purchased, acquired, sold, held, traded or that the Settlement Class Member otherwise had any interest in that fall within the Settlement Class definition (including, for each transaction, the identity of the broker, the date of the transaction, the type (including direction) of the transaction, the counterparty (if any), the exchange on which the transaction occurred (if any), any transaction identification numbers, the rate, the effective and maturity dates and/or trade dates for each of the aforementioned transactions and the notional value or amounts of the transactions); and (vi) a statement that “I/we hereby request that I/we be excluded from the Settlement Class in *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) for the Settlements with” JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, and/or BNPP, Deutsche Bank, RBC, RBS and UBS. All written requests must be signed by the Settlement Class Member (or his, her or its legally authorized representative) and notarized, even if the Settlement Class Member is represented by counsel.

Requests for exclusion from the Settlement Class for the Settlement Agreements must be sent by U.S. first class mail (preferably certified mail) (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator (*see* address in Section VIII) not later than September 2, 2022.

#### BBSW SETTLEMENT - EXCLUSIONS

c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

If you exclude yourself from the Settlement Class for any of the Settlements, you will not be bound by the Settlement(s) that you exclude yourself from and can independently pursue claims you may have against the relevant Defendant(s) at your own expense. You may also enter an appearance through an attorney if you so desire. However, if you exclude yourself from the Settlement(s), you will not be eligible to share in the portion of the Net Settlement Fund funded by the JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse and/or the Group Settling Defendants Settlements. In addition, if you exclude yourself from the Settlement Class, you will not be entitled to object to the Settlement(s) or to appear at the Fairness Hearing regarding the Settlement(s).

#### IV. CLAIM FORM

By no later than August 3, 2022, the Claim Form will be available on the Settlement Website at [www.BBSWSettlement.com](http://www.BBSWSettlement.com), or you may request that a Claim Form be mailed to you by calling the Settlement Administrator toll free at 877-308-3241. You should consider reading the Settlement Agreements, and you should read the Claim Form carefully before submitting your Claim Form or determining another course of action. If you are a member of the Settlement Class, you may seek to participate in the Settlements by submitting a Proof of Claim and Release form to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth below that is postmarked no later than January 16, 2023.

BBSW Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173031  
Milwaukee, WI 53217

#### V. ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS

Settlement Class Members are not personally responsible for payment of attorneys’ fees or expenses. As compensation for their time and their risk in prosecuting the litigation on a wholly contingent fee basis for more than five years, Class Counsel will ask the Court for an award of attorneys’ fees in the amount of no more than one-third of the Settlement Funds as a common fund and may ask the Court for reimbursement of their costs and expenses of no more than \$1,250,000, all to be deducted from the Settlement Funds. Class Counsel’s request for an award of attorneys’ fees and reimbursement of expenses will be available on the Settlement Website on or about August 18, 2022. Additionally, Class Counsel may apply, at the time of any application for distribution to qualifying Settlement Class Members, for an award from the Settlement Funds of attorneys’ fees for services performed and reimbursement of costs and expenses incurred in connection with the administration of the Settlement Agreements after the date of the Fairness Hearing. Representative Plaintiffs may seek an award from the Settlement Funds of no more than \$75,000 as reimbursement of their own expenses and compensation for their time devoted to this litigation. Any such amount constitutes the Incentive Award.

#### VI. FAIRNESS HEARING AND RIGHT TO OBJECT

The Court has scheduled a Fairness Hearing for November 1, 2022 at 4:00 p.m. to be held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007-1312, Courtroom 21B. At the Fairness Hearing, the Court will determine, among other things, if the proposed Settlements are fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, and Representative Plaintiffs’ Incentive Award.

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

If you are a Settlement Class Member, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlements or other applications should or should not be approved. However, if you wish to appear, you must submit a written statement, along with any materials you wish the Court to consider. This written statement must be received by the Court (at the address provided above) no later than September 2, 2022 or it will not be considered. Such materials must also be served on Class Counsel and Counsel for JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and/or UBS at the addresses set forth in Section III.B by overnight mail, first-class mail, or by hand or they will not be considered.

**VII. CHANGE OF ADDRESS**

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at [www.BBSWSettlement.com](http://www.BBSWSettlement.com), or send it to the Settlement Administrator at the address set forth in Section VIII below.

**VIII. THE SETTLEMENT ADMINISTRATOR**

The Court has appointed A.B. Data, Ltd. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing notice of the Settlements to the Settlement Class and processing Claim Forms. You may contact the Settlement Administrator through the Settlement Website, by telephone toll free at 877-308-3241, by email at [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com), or by writing to the Settlement Administrator at the below address:

BBSW Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173031  
Milwaukee, WI 53217

**IX. ADDITIONAL INFORMATION**

The Settlement Agreements and other important documents related to this Action are available online at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) and also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. If you have questions about this Notice, the procedure for registering, or the Settlement Agreements, you may contact Class Counsel at the address listed in Section III.B above.

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

Dated: May 11, 2022

**BY ORDER OF THE COURT.**

Clerk of the United States District Court  
Southern District of New York

# EXHIBIT B

# Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP Announce Proposed Settlements. If You Transacted in BBSW-Based Derivatives from January 1, 2003 through August 16, 2016 Inclusive, Then Your Rights Will Be Affected and You May Be Entitled to a Benefit

---

NEWS PROVIDED BY

**Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP**

May 23, 2022, 16:00 ET

---

NEW YORK, May 23, 2022 /PRNewswire/ --

## **Notice of Class Action Settlements**

**If you transacted in BBSW-Based Derivatives<sup>1</sup> from January 1, 2003 through August 16, 2016, inclusive, then your rights will be affected, and you may be entitled to a benefit. This Notice is only a summary of the proposed settlements and is subject to the terms of the Settlement Agreements<sup>2</sup> and other relevant documents (available as set forth below).**

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. The purpose of this Notice is to inform you of your rights in connection with eight proposed settlements ("Settlements") between Plaintiffs and (1) JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"); (2) Westpac Banking Corporation ("Westpac"); (3) Australia and New Zealand Banking Group Ltd. ("ANZ"); (4) Commonwealth Bank of

Australia ("CBA"); (5) National Australia Bank Limited ("NAB"); (6) Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"); (7) Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"); and (8) BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS") in the action titled *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (the "Action").

The Settlements have been proposed to resolve a class action lawsuit concerning the alleged manipulation of the Bank Bill Swap Rate ("BBSW") and the prices of BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has denied and continues to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. They have agreed to the Settlements solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS or UBS. The Settlements will provide the following amounts for the benefit of qualifying members of the Settlement Class (see below) who transacted in BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive:

JPMorgan Settlement:	\$7,000,000	Westpac Settlement:	\$25,000,000
ANZ Settlement:	\$35,500,000	CBA Settlement:	\$35,500,000
NAB Settlement:	\$27,000,000	Morgan Stanley Settlement:	\$7,000,000
Credit Suisse Settlement:	\$8,875,000	BNPP, Deutsche Bank, RBC, RBS and UBS Settlement:	\$40,000,000

**TOTAL: \$185,875,000**

If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits. You may exclude yourself from one or more of the Settlements, or object to one or more of the Settlements. The Court will hold a Fairness Hearing to decide whether to approve the Settlements (see below).

## Who Is a Member of the Settlement Class?

You are a member of the "Settlement Class" if you purchased, acquired, sold, held, traded or otherwise had any interest in BBSW-Based Derivatives at any time from January 1, 2003 through August 16, 2016, inclusive. Excluded from the Settlement Class are (i) the Defendants and any parent, subsidiary, affiliate

or agent of any Defendant or any co-conspirator whether or not named as a Defendant, and (ii) the United States Government.

You may contact your brokerage firm to see if you purchased, sold, held, traded, or otherwise had any interest in BBSW-Based Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mail Notice and other important documents, at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) ("Settlement Website"), via email at [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or by calling toll-free 1-877-308-3241.

## What Is the Nature of This Action?

Plaintiffs allege that each Defendant, from January 1, 2003 through August 16, 2016, inclusive, manipulated or aided and abetted the manipulation of BBSW and the prices of BBSW-Based Derivatives.

Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that Defendants coordinated manipulative, uneconomic transactions of Prime Bank Bills during the daily BBSW "Fixing Window" in order to move the published BBSW rate in a direction that benefitted their BBSW-Based Derivatives trading positions and that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, assisted Defendants' effort to manipulate BBSW. Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeer Influenced and Corrupt Organizations Act and common law.

JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has consistently and vigorously denied and continues to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiffs. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS further deny they have violated, in any way and to any degree, *inter alia*, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any claim available under U.S. common law, and maintain that they have meritorious defenses to all claims alleged in this Action. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each entered into its respective Settlement Agreement with Plaintiffs, despite believing that it is not liable for the claims asserted against it, solely to avoid the continuing cost and burden of, and business interruption associated with, the Action.

## What Do the Settlements Provide?

Under the Settlements, JPMorgan agreed to pay \$7,000,000, Westpac agreed to pay \$25,000,000, ANZ agreed to pay \$35,500,000, CBA agreed to pay \$35,500,000, NAB agreed to pay \$27,000,000, Morgan Stanley agreed to pay \$7,000,000, Credit Suisse agreed to pay \$8,875,000 and BNPP, Deutsche Bank, RBC, RBS and UBS have agreed to pay an aggregate \$40,000,000 for the benefit of the Settlement Class. Under the terms of their respective Settlements, JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS have each agreed to provide Plaintiffs with certain cooperation materials solely for use in connection with the prosecution of the Action against non-settling Defendants or to provide notice of the Settlements to the Settlement Class. If the Court approves the Settlements, potential members of the Settlement Class who qualify and submit valid and timely Proof of Claim and Release forms may receive a share of the Net Settlement Funds. The Settlement Agreements, available at the Settlement Website, describe all of the details about the proposed Settlements. The method of distributing the Net Settlement Funds to Authorized Claimants will be determined in accordance with a Distribution Plan, which will be submitted to the Court by Class Counsel (Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) before the below deadlines to object or to request exclusion from one or more of the Settlements. The proposed Distribution Plan and Proof of Claim and Release form will be posted on the Settlement Website at the time they are submitted to the Court for approval on or about August 3, 2022. The exact amount each qualifying Settling Class Member will receive from the Net Settlement Funds cannot be determined until (1) the Court finally approves the Settlements; (2) the Court determines to approve certain fees and expenses identified in the full Settlement Agreements to be deducted from the Settlement Funds; and (3) the number of participating Class Members and the amount of their claims are determined pursuant to the Distribution Plan approved by the Court. In addition, each Settling Class Member's share of the Settlement Fund will vary depending on the information the Settling Class Member provides on their Proof of Claim and Release form. The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

## **How Do You Request a Payment?**

If you are a member of the Settlement Class, you may seek to participate in the Settlements by submitting a Proof of Claim and Release form to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth below that is postmarked no later than January 16, 2023.

BBSW Settlement

c/o A.B. Data, Ltd.

P.O. Box 173031

Milwaukee, WI 53217

You may obtain a Proof of Claim and Release form on the Settlement Website or by calling the toll-free number referenced above. If you are a member of the Settlement Class but do not timely file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements, and you will not be eligible to share in the Net Settlement Funds.

## **How Do You Request Exclusion or Object to the Settlements?**

All requests to be excluded from one or more of the Settlements must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be sent in writing by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator in accordance with the instructions set forth in the Mail Notice not later than September 2, 2022. All objections to one or more of the Settlements, including objections to Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses, must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be filed with the Court and received by Class Counsel and counsel for JPM, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS no later than September 2, 2022.

All requests for exclusion and objections must comply with the requirements set forth in the Mail Notice and the Notice Orders issued by the Court. If you exclude yourself from one or more of the Settlements, you will not be bound by the respective Settlement Agreement(s) and may independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlement(s) for which you have sought to be excluded. If you chose to remain in the Settlement Class and the Court approves the Settlements, you will be bound by the releases set forth in the Settlements and any judgments or other orders entered by the Court with respect to the Settlements.



The Court will hold a Fairness Hearing concerning the Settlements on November 1, 2022 at 4:00 p.m. in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, to consider whether to approve the Settlements and to consider a request by Class Counsel, which represent all Settlement Class Members, for an award of attorneys' fees of no more than one-third of the Settlement Funds for the Settlements and for reimbursement of litigation costs and expenses in the amount of no more than \$1,250,000. Class Counsel may also seek additional awards of fees, and reimbursement of costs and expenses in connection with services provided after the Fairness Hearing. Class Counsel's request for an award of attorneys' fees and reimbursement of expenses will be available on the Settlement Website on or about August 18, 2022. The Representative Plaintiffs may seek an award from the Settlement Fund of no more than \$75,000 as reimbursement of their own expenses and compensation for their time devoted to this litigation. To the extent approved by the Court, the foregoing payments will be deducted from the Settlement Funds for the Settlements before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. You may enter an appearance through an attorney if you so desire, but you do not have to. For more information, call toll-free 1-877-308-3241 or visit the website [www.BBSWSettlement.com](http://www.BBSWSettlement.com). The time and date of the Fairness Hearing may be continued from time to time without further notice, and you are advised to confirm the time and location if you wish to attend. As soon as practicable after any change in the scheduled date, time or venue, such change will be posted on the Settlement Website.

<sup>1</sup> "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on the Bank Bill Swap Rate ("BBSW") or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-based deposits or loans, including floating rate notes, deposit-taking facilities, and commercial loans that are priced or call for payments due, in whole or in part, based on BBSW, including Australian dollar deposits and loans ("BBSW-Based Deposits or Loans"); or (ii) any negotiable certificates of deposit ("NCDs") and bank accepted bills ("BABs") issued and accepted by Prime Banks (collectively, "Prime Bank Bills") or Prime Bank eligible securities. "Prime Banks" means the banks designated by AFMA as prime banks during the Settlement Class Period.

<sup>2</sup> The "Settlement Agreements" means the Stipulation and Agreement of Settlement with JPMorgan entered into on November 20, 2018, the Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on March 1, 2021, and the Second Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Westpac entered into on March 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Westpac entered into on January 13, 2022; the Stipulation and Agreement of Settlement with ANZ entered into on December 10, 2021; the Stipulation and Agreement of Settlement with CBA entered into on December 10, 2021; the Stipulation and Agreement of Settlement with NAB entered into on December 10, 2021; the Stipulation and Agreement of Settlement with Morgan Stanley entered into on October 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Morgan Stanley entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Credit Suisse entered into on January 21, 2022; and the Stipulation and Agreement of Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS entered into on April 29, 2022.

SOURCE Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP

# EXHIBIT C





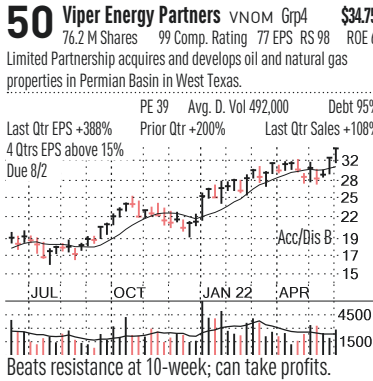
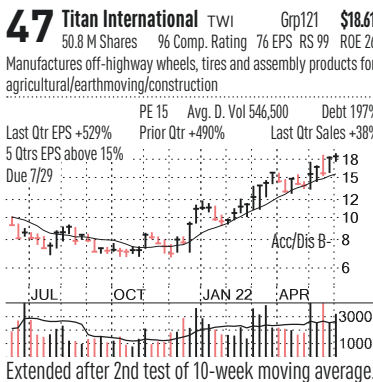
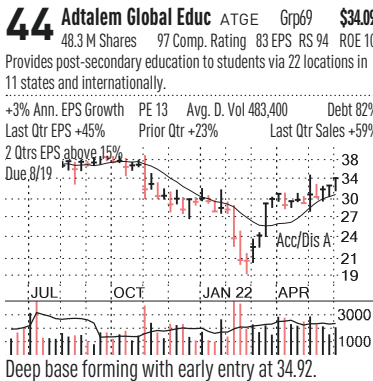
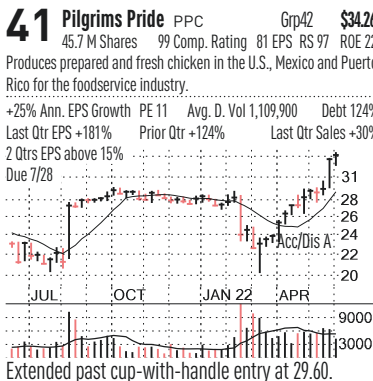
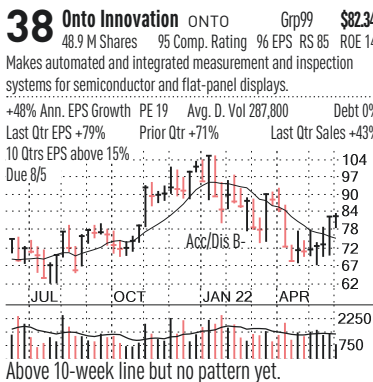
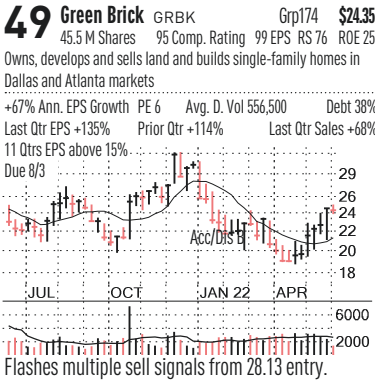
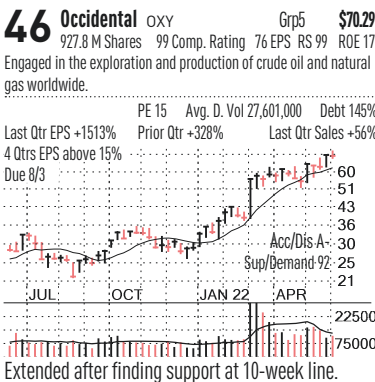
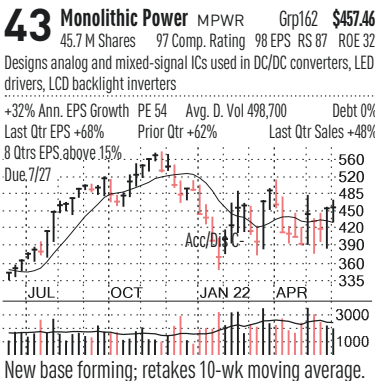
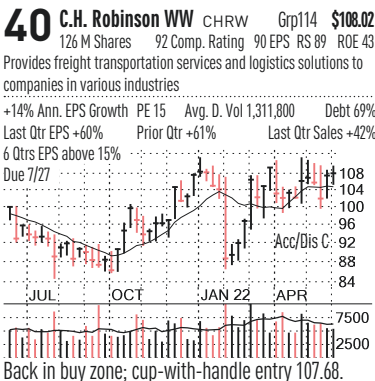
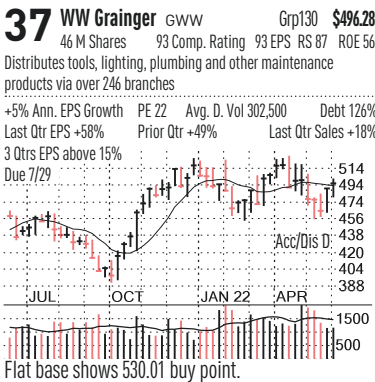
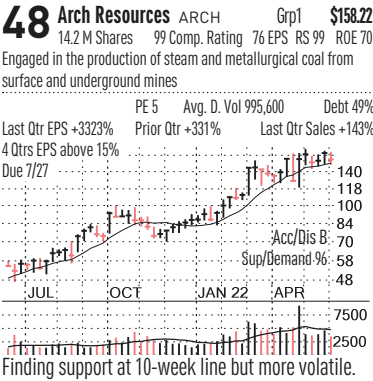
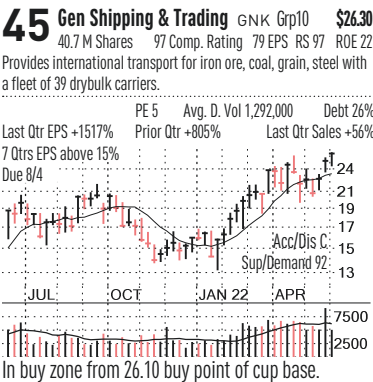
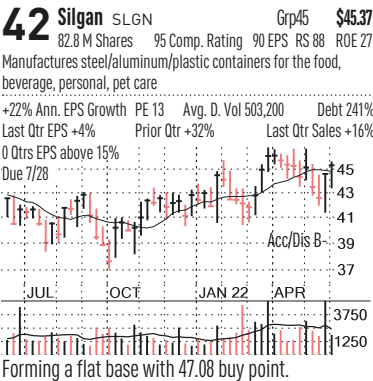
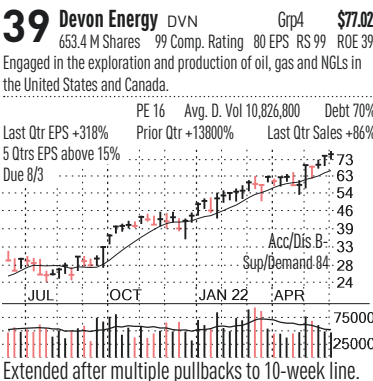
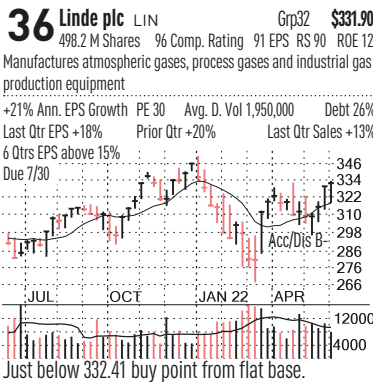
SMARTSELECT® COMPOSITE RATING												
Rank	Company	Price	EPS Rtg	Ref Str Rtg	Annual EPS %Chg	Last Qtr EPS %Chg	Next Qtr EPS %Chg	Last Qtr Sales %Chg	ROE	Pretax mrgn	Mgt Own %	

**COMPANIES 36-50**

36	<b>Linde plc</b>	331.9	96	91	90	+11	+18	+10	+13	12	23	1
Sells a variety of industrial gases like oxygen, nitrogen and argon.												
37	<b>WW Grainger</b>	496.3	93	93	87	+33	+58	+54	+18	56	11	10
Distributes plumbing, maintenance, lighting products.												
38	<b>Onto Innovation</b>	82.34	95	96	85	+33	+79	+38	+43	14	27	1
Its measurement, inspection gear aids semiconductor, display makers.												
39	<b>Devon Energy</b>	77.02	99	80	99	+140	+318	+277	+86	39	24	1
Driller's proved oil reserves at record 837 million barrels.												
40	<b>C.H. Robinson WW</b>	108.0	92	90	89	+16	+60	+33	+42	43	4	1
Freight, logistics giant has reasonable debt-to-equity ratio of 69%.												
41	<b>Pilgrims Pride</b>	34.26	99	81	97	+45	+181	+62	+30	22	5	80
A major producer of chicken and pork products.												
42	<b>Silgan</b>	45.37	95	90	88	+15	+4	+14	+16	27	8	24
Makes steel/aluminum containers for food, beverage, other products.												
43	<b>Monolithic Power</b>	457.5	97	98	87	+56	+68	+62	+48	32	32	2
Specializes in chips that cut energy, materials usage.												
44	<b>Adtalem Global Educ</b>	34.09	97	83	94	+26	+45	+79	+59	10	17	3
School operator offers degrees in medicine, nursing, veterinary care.												
45	<b>Gen Shipping &amp; Trading</b>	26.30	97	79	97	+16	+999	+49	+56	22	33	2
Provides global transport of iron ore, grains, coal and steel.												
46	<b>Occidental</b>	70.29	99	76	99	+261	+999	+753	+56	17	17	1
Leading producer in Permian basin and the Gulf of Mexico.												
47	<b>Titan International</b>	18.61	96	76	99	+84	+529	+141	+38	26	3	18
Chicago-based firm makes specialty wheels for construction.												
48	<b>Arch Resources</b>	158.2	99	76	99	+268	+999	+999	+143	70	15	8
Coal miner is a key supplier to a rapidly recovering steel industry.												
49	<b>Green Brick</b>	24.35	95	99	76	+34	+135	+23	+68	25	18	5
Analysts boost Q2 EPS estimates for homebuilder.												
50	<b>Viper Energy Partners</b>	34.75	99	77	98	+200	+388	+433	+108	6	46	1
LP engaged in oil and natural gas business in Permian Basin.												

**Know Your Company!**

Pick stocks with strong fundamentals & sound base patterns. Verify CAN SLIM vitals — big earnings, sales, return on equity or profit margins, fund sponsorship & market in uptrend. Read stocks story on investors.com. Check a chart. Is your stock near a sound buy point? Or is its price extended over 5% from a chart base and more risky?

**Notice of Class Action Settlement**

**If you transacted in BBSW-Based Derivatives<sup>1</sup> from January 1, 2003 through August 16, 2016, inclusive, then your rights will be affected, and you may be entitled to a benefit.**

**This Notice is only a summary of the proposed settlements and is subject to the terms of the Settlement Agreement<sup>2</sup> and other relevant documents (available as set forth below).**

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. The purpose of this Notice is to inform you of your rights in connection with eight proposed settlements ("Settlements") between Plaintiffs and (1) JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"); (2) Westpac Banking Corporation ("Westpac"); (3) Australia and New Zealand Banking Group Ltd. ("ANZ"); (4) Commonwealth Bank of Australia ("CBA"); (5) National Australia Bank Limited ("NAB"); (6) Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"); (7) Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"); and (8) BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS") in the action titled *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (the "Action").

The Settlements have been proposed to resolve a class action lawsuit concerning the alleged manipulation of the Bank Bill Swap Rate ("BBSW") and the prices of BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has denied and continues to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. They have agreed to the Settlements solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS or UBS. The Settlements will provide the following amounts for the benefit of qualifying members of the Settlement Class (see below) who transacted in BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive:

JPMorgan Settlement:	\$7,000,000
ANZ Settlement:	\$35,500,000
NAB Settlement:	\$27,000,000
Credit Suisse Settlement:	\$8,875,000
Westpac Settlement:	\$25,000,000
CBA Settlement:	\$35,500,000
Morgan Stanley Settlement:	\$7,000,000
BNPP, Deutsche Bank, RBC, RBS and UBS Settlement:	\$40,000,000
<b>TOTAL:</b>	<b>\$185,875,000</b>

If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits. You may exclude yourself from one or more of the Settlements, or object to one or more of the Settlements. The Court will hold a Fairness Hearing to decide whether to approve the Settlements (see below).

**Who Is a Member of the Settlement Class?**

You are a member of the "Settlement Class" if you purchased, acquired, sold, held, traded or otherwise had any interest in BBSW-Based Derivatives at any time from January 1, 2003 through August 16, 2016, inclusive. Excluded from the Settlement Class are (i) the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant; and (ii) the United States Government.

You may contact your brokerage firm to see if you purchased, sold, held, traded, or otherwise had any interest in BBSW-Based Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mail Notice and other important documents, at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) ("Settlement Website"), via email at [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or by calling toll-free 1 877-308-3241.

**What Is the Nature of This Action?**

Plaintiffs allege that each Defendant, from January 1, 2003 through August 16, 2016, inclusive, manipulated or aided and abetted the manipulation of BBSW and the prices of BBSW-Based Derivatives. Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that Defendants coordinated manipulative, uneconomic transactions of Prime Bank Bills during the daily BBSW "Fixing Window" in order to move the published BBSW rate in a direction that benefitted their BBSW-Based Derivatives trading positions and that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, assisted Defendants' effort to manipulate BBSW. Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeer Influenced and Corrupt Organizations Act and common law.

JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has consistently and vigorously denied and continues to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiffs. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS further deny they have violated, in any way and to any degree, *inter alia*, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any claim available under U.S. common law, and maintain that they have meritorious defenses to all claims alleged in this Action. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each entered into its respective Settlement Agreement with Plaintiffs, despite believing that it is not liable for the claims asserted against it, solely to avoid the continuing cost and burden of, and business interruption associated with, the Action.

**What Do the Settlements Provide?**

Under the Settlements, JPMorgan agreed to pay \$7,000,000, Westpac agreed to pay \$25,000,000, ANZ agreed to pay \$35,500,000, CBA agreed to pay \$35,500,000, NAB agreed to pay \$27,000,000, Morgan Stanley agreed to pay \$7,000,000, Credit Suisse agreed to pay \$8,875,000 and BNPP, Deutsche Bank, RBC, RBS and UBS have agreed to pay an aggregate

\$40,000,000 for the benefit of the Settlement Class. Under the terms of their respective Settlements, JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS have each agreed to provide Plaintiffs with certain cooperation materials solely for use in connection with the prosecution of the Action against non-settling Defendants or to provide notice of the Settlements to the Settlement Class. If the Court approves the Settlements, potential members of the Settlement Class who qualify and submit valid and timely Proof of Claim and Release forms may receive a share of the Net Settlement Funds. The Settlement Agreements, available at the Settlement Website, describe all of the details about the proposed Settlements. The method of distributing the Net Settlement Funds to Authorized Claimants will be determined in accordance with a Distribution Plan, which will be submitted to the Court by Class Counsel (Loweey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) before the below deadlines to object or to request exclusion from one or more of the Settlements. The proposed Distribution Plan and Proof of Claim and Release form will be posted on the Settlement Website at the time they are submitted to the Court for approval on or about August 3, 2022. The exact amount each qualifying Settling Class Member will receive from the Net Settlement Funds cannot be determined until (1) the Court finally approves the Settlements; (2) the Court determines to approve certain fees and expenses identified in the full Settlement Agreements to be deducted from the Settlement Funds; and (3) the number of participating Class Members and the amount of their claims are determined pursuant to the Distribution Plan approved by the Court. In addition, each Settling Class Member's share of the Settlement Fund will vary depending on the information the Settling Class Member provides on their Proof of Claim and Release form. The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

**How Do You Request a Payment?**

If you are a member of the Settlement Class, you may seek to participate in the Settlements by submitting a Proof of Claim and Release form to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth below that is postmarked no later than January 16, 2023.

BBSW Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173031  
Milwaukee, WI 53217

You may obtain a Proof of Claim and Release form on the Settlement Website or by calling the toll-free number referenced above. If you are a member of the Settlement Class but do not timely file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements, and you will not be eligible to share in the Net Settlement Funds.

**How Do You Request Exclusion or Object to the Settlements?**

All requests to be excluded from one or more of the Settlements must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be sent in writing by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator in accordance with the instructions set forth in the Mail Notice not later than September 2, 2022. All objections to one or more of the Settlements, including objections to Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses, must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be filed with the Court and received by Class Counsel and counsel for JPM, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS no later than September 2, 2022.

All requests for exclusion and objections must comply with the requirements set forth in the Mail Notice and the Notice Orders issued by the Court. If you exclude yourself from one or more of the Settlements, you will not be bound by the respective Settlement Agreement(s) and may independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlement(s) for which you have sought to be excluded. If you chose to remain in the Settlement Class and the Court approves the Settlements, you will be bound by the releases set forth in the Settlements and any judgments or other orders entered by the Court with respect to the Settlements.

The Court will hold a Fairness Hearing concerning the Settlements on November 1, 2022 at 4:00 p.m. in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, to consider whether to approve the Settlements and to consider a request by Class Counsel, which represent all Settlement Class Members, for an award of attorneys' fees of no more than one-third of the Settlement Funds for the Settlements and for reimbursement of litigation costs and expenses in the amount of no more than \$1,250,000. Class Counsel may also seek additional awards of fees, and reimbursement of costs and expenses in connection with services provided after the Fairness Hearing. Class Counsel's request for an award of attorneys' fees and reimbursement of expenses will be available on the Settlement Website on or about August 18, 2022. The Representative Plaintiffs may seek an award from the Settlement Fund of no more than \$75,000 as reimbursement of their own expenses and compensation for their time devoted to this litigation. To the extent approved by the Court, the foregoing payments will be deducted from the Settlement Funds for the Settlements before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. You may enter an appearance through an attorney if you so desire, but you do not have to. For more information, call toll-free 1-877-308-3241 or visit the website [www.BBSWSettlement.com](http://www.BBSWSettlement.com). The time and date of the Fairness Hearing may be continued from time to time without further notice, and you are advised to confirm the time and location if you wish to attend. As soon as practicable after any change in the scheduled date, time or venue, such change will be posted on the Settlement Website.

<sup>1</sup> "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on the Bank Bill Swap Rate ("BBSW") or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-based deposits or loans, including floating rate notes, deposit-taking facilities, and commercial loans that are priced or call for payments due, in whole or

# EXHIBIT D



**If you transacted in BBSW-Based Derivatives**

from 1/1/03 through 8/16/16, inclusive,

**Your Rights Will Be Affected by a Class Action Lawsuit**[LEARN MORE HERE](#)

BBSWSettlement.com

FIG: [Regulatory Capital](#) [Senior Debt](#) [Covered Bonds](#) [MTNs and CP](#) [People and Markets](#) [Bond Comments](#)

## FIG

## Athora Netherlands prepares tier two refinancing

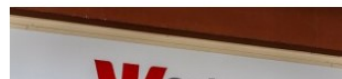


## Banks set to duck and weave in stressed bond market



Europe braces for next wave of window-driven senior FIG issuance

## FIG issuers find a way through tough dollar market



## Covered Bonds »

[Covered bond mandates pile up](#)[Long covered tenors get tepid response](#)[Covered bond issuers to face narrow issuance windows in brisk market](#)



# EXHIBIT E

# TECHNICAL ANALYSIS OF STOCKS & COMMODITIES™

## PAIRS ROTATION WITH EHLERS LOOPS

Putting Ehlers Loops into action with pairs trading 8

## IS IT TOO VOLATILE TO TRADE?

Finding the tipping point 14

## USING TWO-YEAR SUPPORT LEVELS FOR ENTRIES

Multiyear support and resistance levels 23

## FINTECH ETFS

Investing in the exploding digital payments revolution 24

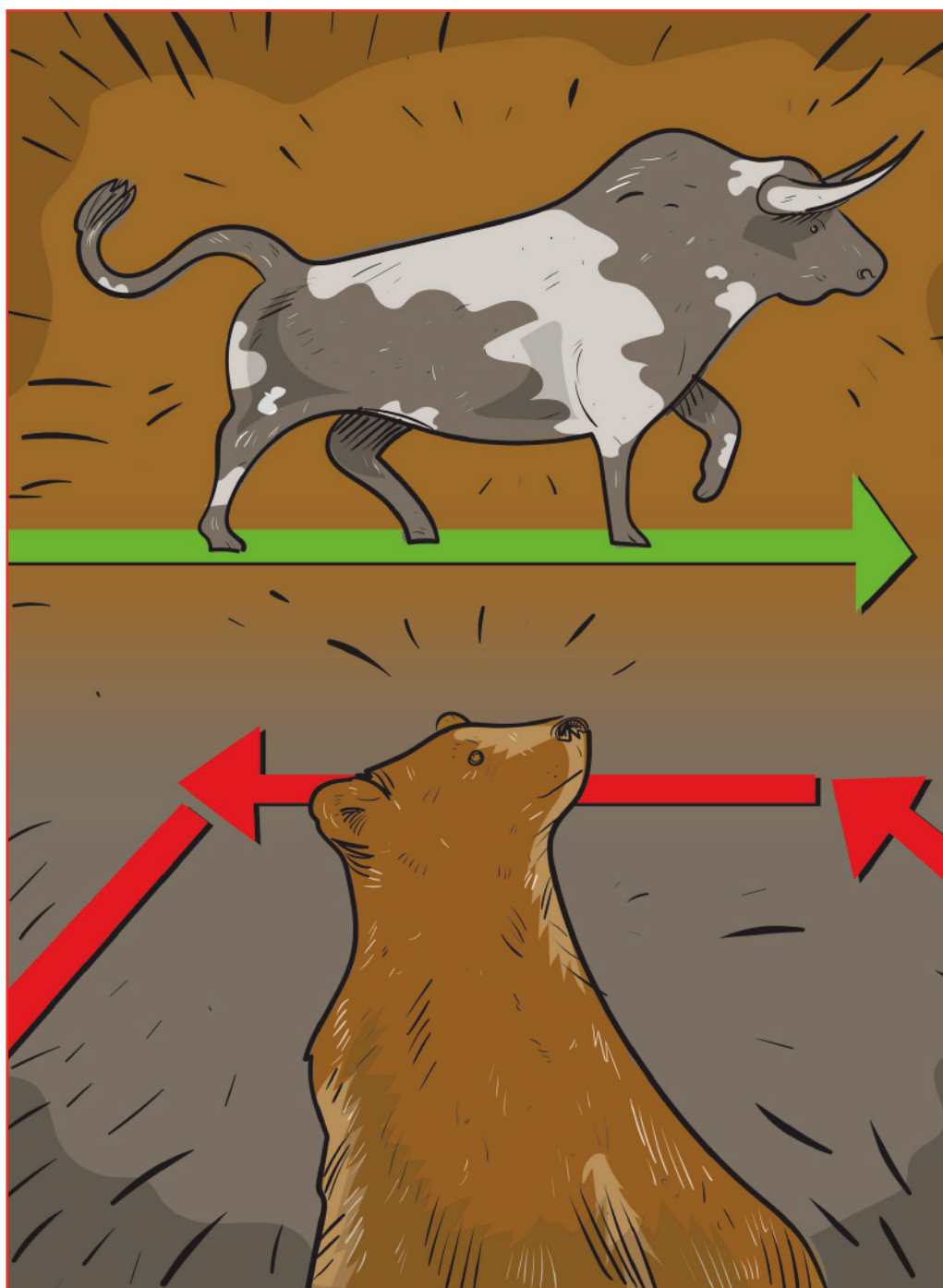
## INTERVIEW

Louise Yamada 36

## PRODUCT REVIEW

■ GoNoGo Charts Complete

JULY 2022



### Notice of Class Action Settlement

**If you transacted in BBSW-Based Derivatives<sup>1</sup> from January 1, 2003 through August 16, 2016, inclusive, then your rights will be affected, and you may be entitled to a benefit. This Notice is only a summary of the proposed settlements and is subject to the terms of the Settlement Agreement<sup>2</sup> and other relevant documents (available as set forth below).**

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. The purpose of this Notice is to inform you of your rights in connection with eight proposed settlements ("Settlements") between Plaintiffs and (1) JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"); (2) Westpac Banking Corporation ("Westpac"); (3) Australia and New Zealand Banking Group Ltd. ("ANZ"); (4) Commonwealth Bank of Australia ("CBA"); (5) National Australia Bank Limited ("NAB"); (6) Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"); (7) Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"); and (8) BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS") in the action titled *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (the "Action").

The Settlements have been proposed to resolve a class action lawsuit concerning the alleged manipulation of the Bank Bill Swap Rate ("BBSW") and the prices of BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has denied and continues to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. They have agreed to the Settlements solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS or UBS. The Settlements will provide the following amounts for the benefit of qualifying members of the Settlement Class (see below) who transacted in BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive:

JPMorgan Settlement:	\$7,000,000
ANZ Settlement:	\$35,500,000
NAB Settlement:	\$27,000,000
Credit Suisse Settlement:	\$8,875,000
Westpac Settlement:	\$25,000,000
CBA Settlement:	\$35,500,000
Morgan Stanley Settlement:	\$7,000,000
BNPP, Deutsche Bank, RBC,	
RBS and UBS Settlement:	\$40,000,000

**TOTAL: \$185,875,000**

If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits. You may exclude yourself from one or more of the Settlements, or object to one or more of the Settlements. The Court will hold a Fairness Hearing to decide whether to approve the Settlements (see below).

#### **Who Is a Member of the Settlement Class?**

You are a member of the "Settlement Class" if you purchased, acquired, sold, held, traded or otherwise had any interest in BBSW-Based Derivatives at any time from January 1, 2003 through August 16, 2016, inclusive. Excluded from the Settlement Class are (i) the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant; and (ii) the United States Government.

You may contact your brokerage firm to see if you purchased, sold, held, traded, or otherwise had any interest in BBSW-Based Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mail Notice and other important documents, at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) ("Settlement Website"), via email at [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or by calling toll-free 1 877-308-3241.

#### **What Is the Nature of This Action?**

Plaintiffs allege that each Defendant, from January 1, 2003 through August 16, 2016, inclusive, manipulated or aided and abetted the manipulation of BBSW and the prices of BBSW Based Derivatives. Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that Defendants coordinated manipulative, uneconomic transactions of Prime Bank Bills during the daily BBSW "Fixing Window" in order to move the published BBSW rate in a direction that benefitted their BBSW-Based Derivatives trading positions and that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, assisted Defendants' effort to manipulate BBSW. Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeer Influenced and Corrupt Organizations Act and common law.

JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has consistently and vigorously denied and continues to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiffs. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS further deny they have violated, in any way and to any degree, *inter alia*, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any claim available under U.S. common law, and maintain that they have meritorious defenses to all claims alleged in this Action. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each entered into its respective Settlement Agreement with Plaintiffs, despite believing that it is not liable for the claims asserted against it, solely to avoid the continuing cost and burden of, and business interruption associated with, the Action.

#### **What Do the Settlements Provide?**

Under the Settlements, JPMorgan agreed to pay \$7,000,000, Westpac agreed to pay \$25,000,000, ANZ agreed to pay \$35,500,000, CBA agreed to pay \$35,500,000, NAB agreed to pay \$27,000,000, Morgan Stanley agreed to pay \$7,000,000, Credit Suisse agreed to pay \$8,875,000 and BNPP, Deutsche Bank, RBC, RBS and UBS have agreed to pay an aggregate \$40,000,000 for the benefit of the Settlement Class. Under the terms of their respective Settlements, JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS have each agreed to provide Plaintiffs with certain cooperation materials solely for use in connection with the prosecution of the Action against non-settling Defendants or to provide notice of the Settlements to the Settlement Class. If the Court approves the Settlements, potential members of the Settlement Class who qualify and submit valid and timely Proof of Claim and Release forms may receive a share of the Net Settlement Funds. The Settlement Agreements, available at the Settlement Website, describe all of the details about the proposed Settlements. The method of distributing the Net Settlement Funds to Authorized Claimants will be determined in accordance with a Distribution Plan, which will be submitted to the Court by Class Counsel (Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) before the below deadlines to object or to request exclusion from one or more of the Settlements. The proposed Distribution Plan and Proof of Claim and Release form will be posted on the Settlement Website at the time they are submitted to the Court for approval on or about August 3, 2022. The exact amount each qualifying Settling Class Member will receive from the Net Settlement Funds cannot be determined until (1) the Court finally approves the Settlements; (2) the Court determines to approve certain fees and expenses identified in the full Settlement Agreements to be deducted from the

*Continued on Next Page*

<sup>1</sup> "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on the Bank Bill Swap Rate ("BBSW") or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-based deposits or loans, including floating rate notes, deposit-taking facilities, and commercial loans that are priced or call for payments due, in whole or in part, based on BBSW, including Australian dollar deposits and loans ("BBSW-Based Deposits or Loans"); or (ii) any negotiable certificates of deposit ("NCDs") and bank accepted bills ("BABs") issued and accepted by Prime Banks (collectively, "Prime Bank Bills") or Prime Bank eligible securities. "Prime Banks" means the banks designated by AFMA as prime banks during the Settlement Class Period.

<sup>2</sup> The "Settlement Agreements" means the Stipulation and Agreement of Settlement with JPMorgan entered into on November 20, 2018, the Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on March 1, 2021, and the Second Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Westpac entered into on March 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Westpac entered into on January 13, 2022; the Stipulation and Agreement of Settlement with ANZ entered into on December 10, 2021; the Stipulation and Agreement of Settlement with CBA entered into on December 10, 2021; the Stipulation and Agreement of Settlement with Morgan Stanley entered into on October 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Morgan Stanley entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Credit Suisse entered into on January 21, 2022; and the Stipulation and Agreement of Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS entered into on April 29, 2022.

**Continued from Previous Page**

Settlement Funds; and (3) the number of participating Class Members and the amount of their claims are determined pursuant to the Distribution Plan approved by the Court. In addition, each Settling Class Member's share of the Settlement Fund will vary depending on the information the Settling Class Member provides on their Proof of Claim and Release form. The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

**How Do You Request a Payment?**

If you are a member of the Settlement Class, you may seek to participate in the Settlements by submitting a Proof of Claim and Release form to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth below that is postmarked no later than January 16, 2023.

BBSW Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173031  
Milwaukee, WI 53217

You may obtain a Proof of Claim and Release form on the Settlement Website or by calling the toll-free number referenced above. If you are a member of the Settlement Class but do not timely file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements, and you will not be eligible to share in the Net Settlement Funds.

**How Do You Request Exclusion or Object to the Settlements?**

All requests to be excluded from one or more of the Settlements must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be sent in writing by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator in accordance with the instructions set forth in the Mail Notice not later than September 2, 2022. All objections to one or more of the Settlements, including objections to Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses, must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be filed with the Court and received by Class Counsel and counsel for JPM, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS no later than September 2, 2022.

All requests for exclusion and objections must comply with the requirements set forth in the Mail Notice and the Notice Orders issued by the Court. If you exclude yourself from one or more of the Settlements, you will not be bound by the respective Settlement Agreement(s) and may independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlement(s) for which you have sought to be excluded. If you chose to remain in the Settlement Class and the Court approves the Settlements, you will be bound by the releases set forth in the Settlements and any judgments or other orders entered by the Court with respect to the Settlements.

The Court will hold a Fairness Hearing concerning the Settlements on November 1, 2022 at 4:00 p.m. in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, to consider whether to approve the Settlements and to consider a request by Class Counsel, which represent all Settlement Class Members, for an award of attorneys' fees of no more than one-third of the Settlement Funds for the Settlements and for reimbursement of litigation costs and expenses in the amount of no more than \$1,250,000. Class Counsel may also seek additional awards of fees, and reimbursement of costs and expenses in connection with services provided after the Fairness Hearing. Class Counsel's request for an award of attorneys' fees and reimbursement of expenses will be available on the Settlement Website on or about August 18, 2022. The Representative Plaintiffs may seek an award from the Settlement Fund of no more than \$75,000 as reimbursement of their own expenses and compensation for their time devoted to this litigation. To the extent approved by the Court, the foregoing payments will be deducted from the Settlement Funds for the Settlements before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. You may enter an appearance through an attorney if you so desire, but you do not have to. For more information, call toll-free 1-877-308-3241 or visit the website [www.BBSWSettlement.com](http://www.BBSWSettlement.com). The time and date of the Fairness Hearing may be continued from time to time without further notice, and you are advised to confirm the time and location if you wish to attend. As soon as practicable after any change in the scheduled date, time or venue, such change will be posted on the Settlement Website.

a downward direction in both securities, so it is best to be out of the market. By August 26 the rotation switches to counterclockwise, signaling a long position in SPY. The rotation reverses to clockwise on September 8, which is a signal to not be long SPY, so the best trade would be long RTX. The clockwise rotation continues to reach nearly -3 standard deviations in SPY and nearly 2 standard deviations in RTX. Holding a long position in RTX during this time is the best trade decision. The Ehlers Loop retreats from its maximum vertical displacement on October 13, signaling a rotation to be long SPY. Actually, being long SPY from its negative maximum excursion would not be a bad alternative trading decision.

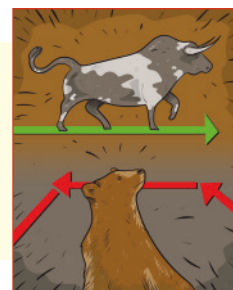
The clockwise rotation of the Ehlers Loop continues to November 9, when the little whifferrill causes concern, but being near +2 standard deviations at the time, the best decision would be to exit the SPY long position. By November 12, a counterclockwise rotation of the Ehlers Loop is established, meaning it would not be a good time to be long in either SPY or RTX. The flat trading position is held until the end of November.

**CHARTING EHLERS LOOPS**

The code to generate the Ehlers Loops is described in the sidebar "Ehlers Loops in EasyLanguage." After declaration of variables, the coefficients for the high-pass and SuperSmoother filters are calculated only on the first bar of data for computational efficiency. Then, both Price1 and Price2 are filtered individually in identical filters. As a result, both are band-limited signals having a nominal zero mean. Their RMS (root mean square) values are computed as EMAs of their squares, and the EMA coefficient of 0.0242 corresponds to a critical period of one year. Dividing each by their RMS values scales them to both be plotted in terms of standard deviations.

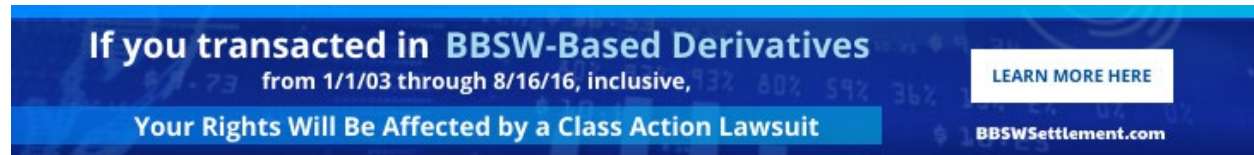
The filtered and scaled values of Price1 and Price2 are conventionally plotted. In addition, their values are exported to a text file so that the Ehlers Loops can be plotted using Excel. Price1 is plotted along the horizontal axis and Price2 is plotted along the vertical axis. Several precautions regarding the text file should be taken. First,

**I developed Ehlers Loops as a way to visualize the performance of one data stream against another.**



# EXHIBIT F





## **NOTICE OF CLASS ACTION SETTLEMENT**

**If you transacted in BBSW-Based Derivatives<sup>1</sup> from January 1, 2003 through August 16, 2016, inclusive, then your rights will be affected, and you may be entitled to a benefit. This Notice is only a summary of the proposed settlements and is subject to the terms of the Settlement Agreements<sup>2</sup> and other relevant documents (available as set forth below).**

The United States District Court for the Southern District of New York (500 Pearl St., New York, NY 10007-1312) authorized this Notice. The purpose of this Notice is to inform you of your rights in connection with eight proposed settlements ("Settlements") between Plaintiffs and (1) JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "JPMorgan"); (2) Westpac Banking Corporation ("Westpac"); (3) Australia and New Zealand Banking Group Ltd. ("ANZ"); (4) Commonwealth Bank of Australia ("CBA"); (5) National Australia Bank Limited ("NAB"); (6) Morgan Stanley and Morgan Stanley Australia Limited (collectively, "Morgan Stanley"); (7) Credit Suisse AG and Credit Suisse Group AG ("Credit Suisse"); and (8) BNP Paribas, S.A. ("BNPP"), Deutsche Bank AG ("Deutsche Bank"), Royal Bank of Canada ("RBC"), The Royal Bank of Scotland plc (n/k/a NatWest Markets plc) ("RBS"), and UBS AG ("UBS") in the action titled *Dennis et al. v. JPMorgan Chase & Co. et al.*, No. 16-cv-06496 (LAK) (S.D.N.Y.) (the "Action").

The Settlements have been proposed to resolve a class action lawsuit concerning the alleged manipulation of the Bank Bill Swap Rate ("BBSW") and the prices of BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has denied and continues to deny each and every claim asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. They have agreed to the Settlements solely to avoid the continuing cost and burden of, and expense associated with, continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS or UBS. The Settlements will provide the following amounts for the benefit of qualifying members of the Settlement Class (*see below*) who transacted in BBSW-Based Derivatives from January 1, 2003 through August 16, 2016, inclusive:

JPMorgan Settlement:	\$7,000,000	Westpac Settlement:	\$25,000,000
ANZ Settlement:	\$35,500,000	CBA Settlement:	\$35,500,000
NAB Settlement:	\$27,000,000	Morgan Stanley Settlement:	\$7,000,000
Credit Suisse Settlement:	\$8,875,000	BNPP, Deutsche Bank, RBC, RBS and UBS Settlement:	\$40,000,000

**TOTAL: \$185,875,000**



If you qualify, you may send in a Proof of Claim and Release form to potentially get benefits. You may exclude yourself from one or more of the Settlements, or object to one or more of the Settlements. The Court will hold a Fairness Hearing to decide whether to approve the Settlements (*see below*).

### **Who Is a Member of the Settlement Class?**

You are a member of the "Settlement Class" if you purchased, acquired, sold, held, traded or otherwise had any interest in BBSW-Based Derivatives at any time from January 1, 2003 through August 16, 2016, inclusive. Excluded from the Settlement Class are (i) the Defendants and any parent, subsidiary, affiliate or agent of any Defendant or any co-conspirator whether or not named as a Defendant; and (ii) the United States Government.

You may contact your brokerage firm to see if you purchased, sold, held, traded, or otherwise had any interest in BBSW-Based Derivatives. If you are not sure you are included, you can get more information, including the Settlement Agreements, Mail Notice and other important documents, at [www.BBSWSettlement.com](http://www.BBSWSettlement.com) ("Settlement Website"), via email at [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) or by calling toll-free 1 877-308-3241.

### **What Is the Nature of This Action?**

Plaintiffs allege that each Defendant, from January 1, 2003 through August 16, 2016, inclusive, manipulated or aided and abetted the manipulation of BBSW and the prices of BBSW Based Derivatives. Plaintiffs allege that Defendants did so by using several means of manipulation. For example, Plaintiffs allege that Defendants coordinated manipulative, uneconomic transactions of Prime Bank Bills during the daily BBSW "Fixing Window" in order to move the published BBSW rate in a direction that benefitted their BBSW-Based Derivatives trading positions and that inter-dealer brokers, intermediaries between buyers and sellers in the money markets and derivatives markets, assisted Defendants' effort to manipulate BBSW. Plaintiffs have asserted legal claims under various theories, including federal antitrust law, the Commodity Exchange Act, the Racketeer Influenced and Corrupt Organizations Act and common law.

JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each has consistently and vigorously denied and continues to deny each and every allegation of any wrongdoing that has or could have been asserted by or on behalf of Plaintiffs. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS further deny they have violated, in any way and to any degree, *inter alia*, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-1968, and any claim available under U.S. common law, and maintain that they have meritorious defenses to all claims alleged in this Action. JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS each entered into its respective Settlement Agreement with Plaintiffs, despite believing that it is not liable for the claims asserted against it, solely to avoid the continuing cost and burden of, and business interruption associated with, the Action.

### **What Do the Settlements Provide?**

Under the Settlements, JPMorgan agreed to pay \$7,000,000, Westpac agreed to pay \$25,000,000, ANZ agreed to pay \$35,500,000, CBA agreed to pay \$35,500,000, NAB agreed to pay \$27,000,000, Morgan Stanley agreed to pay \$7,000,000, Credit Suisse agreed to pay \$8,875,000 and BNPP, Deutsche Bank, RBC, RBS and UBS have agreed to pay an aggregate \$40,000,000 for the benefit of the Settlement Class. Under the terms of their respective Settlements, JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS have each agreed to provide Plaintiffs with certain cooperation materials solely for use in connection with the prosecution of the Action against non-settling Defendants or to provide notice of the Settlements to the Settlement Class. If the Court approves the Settlements, potential members of the Settlement Class who qualify and submit valid and timely Proof of Claim and Release forms may receive a share of the Net Settlement Funds. The Settlement Agreements, available at the Settlement Website, describe all of the details about the proposed Settlements. The method of distributing the Net Settlement Funds to Authorized Claimants will be determined in accordance with a Distribution Plan, which will be submitted to the Court by Class Counsel (Lowey Dannenberg, P.C. and Lovell Stewart Halebian Jacobson LLP) before the below deadlines to object or to request exclusion from one or more of the Settlements. The proposed Distribution Plan and Proof of Claim and Release form will be posted on the Settlement Website at the time they are submitted to the Court for approval on or about August 3, 2022. The exact amount each qualifying Settling Class Member will receive from the Net Settlement Funds cannot be determined until (1) the Court finally approves the Settlements; (2) the Court determines to approve certain fees and expenses identified in the full Settlement Agreements to be deducted from the Settlement Funds; and (3) the number of participating Class Members and the amount of their claims are determined pursuant to the Distribution Plan approved by the Court. In addition, each Settling Class Member's share of the Settlement Fund will vary depending on the information the Settling Class Member provides on their Proof of Claim and Release form. The number of claimants who send in claims varies widely from case to case. If less than 100% of the Settlement Class sends in a Proof of Claim and Release form, you could get more money.

### **How Do You Request a Payment?**

If you are a member of the Settlement Class, you may seek to participate in the Settlements by submitting a Proof of Claim and Release form to the Settlement Administrator (A.B. Data, Ltd.) at the address set forth below that is postmarked no later than January 16, 2023.

BBSW Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173031  
Milwaukee, WI 53217

You may obtain a Proof of Claim and Release form on the Settlement Website or by calling the toll-free number referenced above. If you are a member of the Settlement Class but do not timely file a Proof of Claim and Release, you will still be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlement Agreements, and you will not be eligible to share in the Net Settlement Funds.

### **How Do You Request Exclusion or Object to the Settlements?**

All requests to be excluded from one or more of the Settlements must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be sent in writing by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) to the Settlement Administrator in accordance with the instructions set forth in the Mail Notice not later than September 2, 2022. All objections to one or more of the Settlements, including objections to Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses, must be made in accordance with the instructions set forth in the Mail Notice (available on the Settlement Website) and must be filed with the Court and received by Class Counsel and counsel for JPM, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS no later than September 2, 2022.

All requests for exclusion and objections must comply with the requirements set forth in the Mail Notice and the Notice Orders issued by the Court. If you exclude yourself from one or more of the Settlements, you will not be bound by the respective Settlement Agreement(s) and may independently pursue claims at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Funds or otherwise participate in the Settlement(s) for which you have sought to be excluded. If you chose to remain in the Settlement Class and the Court approves the Settlements, you will be bound by the releases set forth in the Settlements and any judgments or other orders entered by the Court with respect to the Settlements.

The Court will hold a Fairness Hearing concerning the Settlements on November 1, 2022 at 4:00 p.m. in Courtroom 21B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, to consider whether to approve the Settlements and to consider a request by Class Counsel, which represent all Settlement Class Members, for an award of attorneys' fees of no more than one-third of the Settlement Funds for the Settlements and for reimbursement of litigation costs and expenses in the amount of no more than \$1,250,000. Class Counsel may also seek additional awards of fees, and reimbursement of costs and expenses in connection with services provided after the Fairness Hearing. Class Counsel's request for an award of attorneys' fees and reimbursement of expenses will be available on the Settlement Website on or about August 18, 2022. The Representative Plaintiffs may seek an award from the Settlement Fund of no more than \$75,000 as reimbursement of their own expenses and compensation for their time devoted to this litigation. To the extent approved by the Court, the foregoing payments will be deducted from the Settlement Funds for the Settlements before any distributions are made to the Settlement Class.

You may ask to appear at the Fairness Hearing, but you do not have to. You may enter an appearance through an attorney if you so desire, but you do not have to. For more information, call toll-free 1-877-308-3241 or visit the website [www.BBSWSettlement.com](http://www.BBSWSettlement.com). The time and date of the Fairness Hearing may be continued from time to time without further notice, and you are advised to confirm the time and location if you wish to attend. As soon as practicable after any change in the scheduled date, time or venue, such change will be posted on the Settlement Website.

---

<sup>1</sup> "BBSW-Based Derivatives" means any financial derivative instrument that is based or priced in whole or in part in any way on the Bank Bill Swap Rate ("BBSW") or in any way includes BBSW as a component of price (whether priced, benchmarked and/or settled by BBSW), entered into by a U.S. person, or by a person from or through a location within the U.S., including, but not limited to: (i) Australian dollar foreign exchange ("FX") derivatives, including Australian dollar FX forwards (also known as "outright forwards" or "outrights"), Australian dollar FX swaps (also known as "currency swaps"), Australian dollar currency options, Australian dollar futures contracts (such as the

Chicago Mercantile Exchange ("CME") Australian dollar futures contract) and options on such futures contracts; (ii) BBSW-based interest rate derivatives, including interest rate swaps, swaptions, forward rate agreements ("FRAs"), exchange-traded deliverable swap futures and options on those futures, 90-day bank accepted bill ("BAB") futures and options on those futures, and other over-the-counter ("OTC") contracts or publicly traded vehicles that reference BBSW; (iii) Australian dollar cross-currency swaps; and (iv) any other financial derivative instrument or transaction based in whole or in part on BBSW, or that in any way incorporates BBSW as a component of price, or is alleged by Representative Plaintiffs in this Action to be based in whole or in part on BBSW, or to in any way incorporate BBSW as a component of price. For the avoidance of doubt, BBSW-Based Derivatives do not include: (i) any BBSW-based deposits or loans, including floating rate notes, deposit-taking facilities, and commercial loans that are priced or call for payments due, in whole or in part, based on BBSW, including Australian dollar deposits and loans ("BBSW-Based Deposits or Loans"); or (ii) any negotiable certificates of deposit ("NCDs") and bank accepted bills ("BABs") issued and accepted by Prime Banks (collectively, "Prime Bank Bills") or Prime Bank eligible securities. "Prime Banks" means the banks designated by AFMA as prime banks during the Settlement Class Period.

<sup>2</sup> The "Settlement Agreements" means the Stipulation and Agreement of Settlement with JPMorgan entered into on November 20, 2018, the Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on March 1, 2021, and the Second Amendment to the Stipulation and Agreement of Settlement with JPMorgan entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Westpac entered into on March 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Westpac entered into on January 13, 2022; the Stipulation and Agreement of Settlement with ANZ entered into on December 10, 2021; the Stipulation and Agreement of Settlement with CBA entered into on December 10, 2021; the Stipulation and Agreement of Settlement with NAB entered into on December 10, 2021; the Stipulation and Agreement of Settlement with Morgan Stanley entered into on October 1, 2021 and the Amendment to the Stipulation and Agreement of Settlement with Morgan Stanley entered into on January 13, 2022; the Stipulation and Agreement of Settlement with Credit Suisse entered into on January 21, 2022; and the Stipulation and Agreement of Settlement with BNPP, Deutsche Bank, RBC, RBS and UBS entered into on April 29, 2022.

**If you transacted in BBSW-Based Derivatives**  
 from 1/1/03 through 8/16/16, inclusive,  
**Your Rights Will Be Affected by a Class Action Lawsuit**

[LEARN MORE HERE](#)

[BBSWSettlement.com](http://BBSWSettlement.com)

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

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

© 2022 Technical Analysis, Inc. All rights reserved. This notice may be used, in whole or in part, without the express written permission of Technical Analysis, Inc.

# EXHIBIT G

## BBSW Settlement



This official website is maintained by the Settlement Administrator retained and supervised by Class Counsel for the Settlement Class Members in the action consolidated within *Dennis et al. v JP Morgan Chase & Co. et al.*, Case No. 16-cv-06496 (LAK) pending in the United States District Court for the Southern District of New York.

The information contained on this web page is only a summary of information presented in more detail in the Notice, which you can access by clicking here (</docs/BBSW - Final - Mailed Notice 05182022.pdf>). Since this website is just a summary, you should review the Notice and Settlement Agreement for additional details.

*Your legal rights are affected even if you do nothing. Please read the Notice carefully.*

IF YOU PURCHASED, ACQUIRED, SOLD, HELD TRADED OR OTHERWISE HAD ANY INTEREST IN, BBSW-BASED DERIVATIVES DURING THE PERIOD JANUARY 1, 2003 THROUGH AUGUST 16, 2016, INCLUSIVE, PROVIDED THAT, IF REPRESENTATIVE PLAINTIFFS EXPAND THE PUTATIVE OR CERTIFIED CLASS IN THIS ACTION IN OR THROUGH ANY SUBSEQUENT AMENDED COMPLAINT, CLASS MOTION OR OTHER SETTLEMENT, THE DEFINED SETTLEMENT CLASS IN THE SETTLEMENT AGREEMENT SHALL BE EXPANDED SO AS TO BE COTERMINOUS WITH SUCH EXPANSION.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

#### DO NOTHING

If you do nothing in connection with this Settlement, you will receive no payment from the Settlement *and* you will be bound by the releases set forth in the Settlement Agreements if the Court enters an order approving the Settlements. *See* Section II.H of the Notice.



## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>FILE A CLAIM FORM</b>	The only way to receive your share of the Net Settlement Fund is to complete and submit a timely and valid Claim Form to the Settlement Administrator postmarked no later than <b>January 16, 2023</b> . See Section III.A of the Notice.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you wish to exclude yourself from the Settlement, you must submit by U.S. first class mail (or, if sent from outside the U.S., by a service that provides for guaranteed delivery within five (5) or fewer calendar days of mailing) or deliver a written request to the Settlement Administrator so that it is received by <b>September 2, 2022</b> . If you exclude yourself, you will not be bound by the Settlement, if approved, or settlement release, and you will not be eligible for any payment from the Settlement. See Section III.C of the Notice.
<b>OBJECT TO THE SETTLEMENT</b>	If you wish to object to the Settlement, you must file a written objection with the Court (and serves the same on or before such filing by hand or overnight mail on Class Counsel and all counsel for JPMorgan, Westpac, ANZ, CBA, NAB, Morgan Stanley, Credit Suisse, BNPP, Deutsche Bank, RBC, RBS and UBS) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to intervene, including all support that the objecting Settlement Class Member wishes to bring to the Court's attention and all evidence the objecting Settlement Class Member wishes to introduce in support of his, her, or its objection or motion so that it is received on or before <b>September 2, 2022</b> . See Section III.B of the Notice.
<b>PARTICIPATE AT THE FAIRNESS HEARING</b>	You may ask the Court for permission to speak about the Settlement at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and served on the attorneys so that it is received no later than <b>September 2, 2022</b> . The Fairness Hearing is scheduled for <b>November 1, 2022</b> . See Section III.B of the Notice.
<b>APPEAR THROUGH AN ATTORNEY</b>	You may enter an appearance through your own counsel at your own expense. See Section V of the Notice.

**Commodities Brokers and other Nominees: Please visit the Institutional E-Filing (/Home/ElectronicFiling) page of this website.**

If you have questions, you may call the Settlement Help Line at 877-308-3241,  
or email [info@BBSWSettlement.com](mailto:info@BBSWSettlement.com) (<mailto:info@BBSWSettlement.com>)



By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our Privacy Policy (<https://abdatacaadstorage1.blob.core.windows.net/privacy/PrivacyPolicy.pdf>)



© 2022 - BBSW Settlement. All rights reserved.