

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

IN RE: INTEREST RATE SWAPS
ANTITRUST LITIGATION

MDL No. 2704
Master Docket No. 16 MD 2704 (JPO)

This Document Pertains To:

ALL CLASS ACTIONS

Hon. J. Paul Oetken

**DECLARATION OF DANIEL L. BROCKETT IN SUPPORT OF MOTION FOR AN
ORDER PROVIDING FOR NOTICE TO THE SETTLEMENT CLASSES AND
PRELIMINARILY APPROVING THE PLANS OF ALLOCATION**

Pursuant to 28 U.S.C. § 1746, I, Daniel L. Brockett, declare as follows:

1. I am a member of the law firm of Quinn Emanuel Urquhart & Sullivan, LLP (“Quinn Emanuel”), Co-Lead Counsel in the above-captioned action. I respectfully submit this declaration in further support of Plaintiffs’ Motion for an Order Providing for Notice to the Settlement Classes and Preliminarily Approving the Plans of Allocation.
2. Attached hereto as Exhibit 1 is a true and correct copy of the proposed long-form notice.
3. Attached hereto as Exhibit 2 is a true and correct copy of the proposed claim form.
4. Attached hereto as Exhibit 3 is a true and correct copy of the summary-form notice.
5. Attached hereto as Exhibit 4 is a true and correct copy of the proposed Plan of Allocation for the Credit Suisse Settlement Agreement.
6. Attached hereto as Exhibit 5 is a true and correct copy of the proposed Plan of Allocation for the New Settlement Agreement.
7. Attached hereto as Exhibit 6 is a true and correct copy of the proposed Order Providing for Notice to the Settlement Classes and Preliminarily Approving the Plans of Allocation.

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

Executed September 19, 2024
New York, New York

/s/ Daniel L. Brockett
Daniel L. Brockett

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: INTEREST RATE SWAPS ANTITRUST
LITIGATION

MDL No. 2704
Master Docket No.
16 MD 2704 (JPO)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS, FAIRNESS HEARING AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlements, Fairness Hearing and Class Members' Rights ("Notice") is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

Please read this entire notice carefully. Your rights may be affected by the proceedings in the above-captioned action ("Action"). This Notice advises you of your rights and options with respect to this action, including what you must do if you wish to share in the proceeds of the Settlements. To claim your share of the Settlements, you must submit your Proof of Claim and Release Form ("Claim Form") online no later than MONTH DD, 20YY or mail your Claim Form to the address in Question 9 postmarked by MONTH DD, 20YY.

TO: [A]ll persons or entities who, directly or through an agent, entered into one or more U.S. Interest Rate Swap(s) ("IRS") Transaction with any Defendant during the Settlement Class Period.

Though the technical definition varies between the Settlements, generally speaking, a "U.S. Interest Rate Swap Transaction" means a fixed-for-floating, floating-for-fixed, or floating-for-floating interest rate swap, forward rate agreement, single-currency basis swap, or overnight index swap executed in the United States or its territories. Thus, please note that "IRS" within this Notice and all related documents is *not* referring to the Internal Revenue Service.

The purpose of this Notice is to inform you of the proposed Settlements in this Action.

A Settlement has been reached with the "Credit Suisse Settling Defendants": Credit Suisse Group AG, Credit Suisse AG, Credit Suisse Securities (USA) LLC, and Credit Suisse International. This Settlement is referred to as the "Credit Suisse Settlement." The "Settlement Class Period" for the Credit Suisse Settlement is January 1, 2008 through January 21, 2022.

A second Settlement has been reached with the "Newly Settling Defendants": Bank of America Corporation; Bank of America, N.A.; Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.); Barclays Bank PLC; Barclays Capital Inc.; BNP Paribas, S.A.; BNP Paribas Securities Corp.; Citigroup Inc.; Citibank, N.A.; Citigroup Global Markets Inc.; Citigroup Global Markets Limited; Deutsche Bank AG; Deutsche Bank Securities Inc.; The Goldman Sachs Group, Inc.; Goldman, Sachs & Co. LLC; Goldman Sachs Bank USA; Goldman Sachs Financial Markets, LP; Goldman Sachs International; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; J.P. Morgan Securities LLC; J.P. Morgan Securities plc; Morgan Stanley; Morgan Stanley Bank, N.A.; Morgan Stanley & Co. LLC; Morgan Stanley Capital Services LLC; Morgan Stanley Derivative Products Inc.; Morgan Stanley & Co. International plc; Morgan Stanley Bank International Limited; NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc); NatWest Markets plc (f/k/a Royal Bank of Scotland plc); NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.); UBS AG; and UBS Securities LLC. This Settlement is referred as the "New Settlement." The "Settlement Class Period" for the New Settlement is January 1, 2008 through June 10, 2024.

Collectively, the Credit Suisse Settling Defendants and the Newly Settling Defendants are referred to as the "Settling Defendants."

You are receiving this Notice because records indicate that you may have transacted in one or more U.S. Interest Rate Swap Transactions during the Settlement Class Period(s) and may be a Settlement Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

Interest Rate Swaps Antitrust Litigation
 Settlement Administrator
 P.O. Box 2796
 Portland, OR 97208-2796
 Tel: 1-888-597-6416
 Email: info@InterestRateSwapsAntitrustLitigation.com
 Website: www.InterestRateSwapsAntitrustLitigation.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into U.S. Interest Rate Swap Transactions during the Settlement Class Period for the beneficial interest of persons or organizations other than yourself, Plaintiffs’ Counsel requests that you, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) provide to Epiq Class Action & Claims Solutions, Inc. (“Epiq” or the “Settlement Administrator”) the name and last known address of each person or organization for whom or which you made U.S. Interest Rate Swap Transactions during the Class Period; or (ii) request from the Settlement Administrator sufficient copies of the Notice to forward directly to beneficial owners of the U.S. Interest Rate Swap Transactions. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Plaintiffs allege that Defendants conspired to prevent buy-side investors from trading Interest Rate Swaps on all-to-all anonymous electronic trading platforms that plaintiffs believe would have provided more transparent and competitive trading options. Plaintiffs also allege that the Defendants conspired to prevent buy-side investors from trading with each other, thus ensuring that a dealer bank would remain on one side of every trade. Plaintiffs allege that these actions violated Section 1 of the Sherman Act, 15 U.S.C. § 1, and that, as a result, Defendants generated supracompetitive profits from the challenged conduct. All Defendants deny they did anything wrong.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Credit Suisse Settling Defendants are required to pay \$25,000,000 and the Newly Settling Defendants are required to pay \$46,000,000. Settlement Class Members who do not opt out of the Settlements will release their legal claims against all Settling Defendants in the Action.

The following table contains a summary of your rights and options regarding the Settlements. More detailed information about your rights and options can be found in the Settlement Agreements and Plans of Allocation, which are available at www.InterestRateSwapsAntitrustLitigation.com (the “Settlement Website”).

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
DO NOTHING	If you do nothing in connection with the Settlements, you will receive no payment from the Settlements <i>and</i> you will be bound by any past and future Court rulings, including rulings on the Settlements, if approved, and the Settlement releases. <i>See</i> Question 15.
FILE A CLAIM FORM	The only way to receive a payment is to complete and submit a timely and valid Claim Form to the Settlement Administrator online no later than MONTH DD, 20YY , or to mail your completed Claim Form postmarked no later than MONTH DD, 20YY . <i>See</i> Question 9.

EXCLUDE YOURSELF FROM THE SETTLEMENTS	If you wish to exclude yourself from either or both of the Settlement Classes, you must submit your request for exclusion by U.S. first class mail to the Settlement Administrator received by MONTH DD, 20YY . If you exclude yourself from a Settlement, you will not be bound by that Settlement, if approved, or that Settlement's release, and you will not be eligible for any payment from that Settlement. <i>See</i> Questions 16 - 20.
OBJECT TO THE SETTLEMENTS	If you wish to object to either or both of the Settlements, you must file a written objection with the Court by MONTH DD, 20YY and mail your objection by U.S. first class mail to Plaintiffs' Counsel and Settling Defendants' counsel postmarked by MONTH DD, 20YY . You must be and remain a Settlement Class Member in order to object to that Settlement. <i>See</i> Questions 21 - 22.
PARTICIPATE AT THE FAIRNESS HEARING	You may ask the Court for permission to speak about either or both Settlements at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Plaintiffs' Counsel and Settling Defendants' counsel postmarked by MONTH DD, 20YY . The Fairness Hearing is scheduled for MONTH DD, 20YY . <i>See</i> Questions 25 - 27.
APPEAR THROUGH AN ATTORNEY	If you file a timely objection, you may enter an appearance through your own counsel at your own expense. <i>See</i> Question 27.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreements, which are available on the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com. Though the Settlement Agreements are broadly similar, there are important differences between them, especially in the definitions of "Settlement Amount", and "Investment Vehicles"; there may be other differences and you should read each Settlement Agreement carefully to ensure you understand them.

The Court has appointed the lawyers listed below ("Plaintiffs' Counsel") to represent you and the Settlement Classes in this Action:

Quinn Emanuel Urquhart & Sullivan, LLP
Daniel L. Brockett
51 Madison Avenue, 22nd Floor
New York, NY 10010
Telephone: (212) 849-7000
Email: danbrockett@quinnemanuel.com

Cohen Milstein Sellers & Toll PLLC
Michael B. Eisenkraft
88 Pine Street, 14th Floor
New York, NY 10005
Telephone: (212) 838-7797
Email: meisenkraft@cohenmilstein.com

THE COURT MAY ORDER CHANGES TO THE TIME AND PLACE OF THE FAIRNESS HEARING, THE PLANS OF ALLOCATION, OR ANY OTHER MATTER WITH RESPECT TO THE SETTLEMENTS, WITHOUT FURTHER NOTICE TO YOU. Any changes will be posted to the Settlement Website as soon as reasonably practicable. Changes to the Plans of Allocation may include changes to how the allocation is distributed based on submitted Claim Forms, as well as on what information Settlement Class Members are required to submit to be recognized. In all instances the changes, including the potential need for additional or different information, may be posted on the Settlement Website only, *i.e.*, without any further individualized notice to the Settlement Class Members, other forms of publication, or otherwise. It is imperative that you regularly visit the Settlement Website, which can be found at www.InterestRateSwapsAntitrustLitigation.com, for updates relating to the Settlements.

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BASIC INFORMATION

1. What Is A Class Action Lawsuit?

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

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in these Settlements with the Settling Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get This Notice?

You received this Notice because you requested it or because records indicate that you may be a Settlement Class Member. As a potential Settlement Class Member, you have a right to know about the proposed Settlements with the Settling Defendants before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlements and Plans of Allocation and to consider requests for the attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards from the Settlement Funds.

3. What Are The Definitions Used In This Notice?

This Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement with the Settling Defendants (the "Settlement Agreements") and the Court's Preliminary Approval Orders for the Settlements.

The Settlement Agreements and the Court's Preliminary Approval Orders are posted on the Settlement Website. All capitalized terms used, but not defined, will have the same meanings as in the Settlement Agreements and the Court's Preliminary Approval Orders.

In the event of any conflict between the terms herein and in the Settlements, the Settlements' actual terms govern.

4. What Is This Action About?

Plaintiffs allege that Defendants conspired to prevent buy-side investors from trading Interest Rate Swaps on all-to-all anonymous electronic trading platforms that plaintiffs believe would have provided more transparent and competitive trading options. Plaintiffs also allege that the Defendants conspired to prevent buy-side investors from trading with each other, thus ensuring that a dealer bank would remain on one side of every trade. Plaintiffs allege that these actions violated Section 1 of the Sherman Act, 15 U.S.C. § 1, and that, as a result, Defendants generated supracompetitive profits from the challenged conduct. All Defendants deny they did anything wrong.

The Court overseeing the lawsuit is the United States District Court for the Southern District of New York. The lawsuit is called *In re: Interest Rate Swaps Antitrust Litigation*, No. 1:16-md-02704-JPO.

The entities that are prosecuting the lawsuit, referred to as “Plaintiffs,” are the Los Angeles County Employees Retirement Association and the Public School Teachers’ Pension and Retirement Fund of Chicago.

The Settling Defendants maintain that they have good and meritorious defenses to Plaintiffs’ legal claims and would prevail if the lawsuit were to proceed. Nevertheless, to settle the legal claims in this lawsuit, and thereby avoid the expense and uncertainty of further litigation, the Settling Defendants have agreed to make cash payments for the benefit of the proposed Settlement Classes. The Credit Suisse Settling Defendants are required to pay \$25,000,000. The Newly Settling Defendants are required to pay \$46,000,000. If the Settlements are approved, the respective Settlement Amounts, plus any interest earned (the “Settlement Funds”), less any taxes, the reasonable costs of Class Notice and administration, any Court-awarded attorneys’ Fee and Expense Awards, costs, Plaintiffs’ Service Awards, and any other costs or fees approved by the Court (the “Net Settlement Funds”) will be divided among Settlement Class Members who file timely and valid Claim Forms.

5. What Is The History Of This Action?

Plaintiffs filed this Action on June 3, 2016, and filed a Fourth Amended Complaint on March 22, 2019.

Plaintiffs moved to certify the Action as a Class Action on March 7, 2019.

On January 21, 2022, while Plaintiffs’ motion for class certification was still pending, Plaintiffs reached an agreement with the Credit Suisse Settling Defendants to settle their legal claims for \$25,000,000. The Court preliminarily approved the Credit Suisse Settlement on July 11, 2024. The Court’s order preliminarily certified a Credit Suisse Settlement Class defined as:

[A]ll Persons or entities who, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant during the Settlement Class Period.

Excluded from the Class are Defendants, their co-conspirators, should any exist, whether or not named in the Amended Complaint, and their officers, directors, management, employees, and current subsidiaries or affiliates. Also excluded are any entities registered as “swap” dealers with the Commodity Futures Trading Commission (“CFTC”) during the Class Period, the United States Government, and all of the Released Credit Suisse Parties, provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class.

The Credit Suisse Settlement Class Period is January 1, 2008 through January 21, 2022.

On December 15, 2023, the Court denied Plaintiffs’ motion to certify the class for trial purposes.

On June 10, 2024, Plaintiffs reached an agreement with the Newly Settling Defendants to settle their legal claims for \$46,000,000. The Court preliminarily approved the New Settlement on July 11, 2024. The Court’s order preliminarily certified a New Settlement Class defined as:

[A]ll persons or entities who, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant during the Settlement Class Period.

Excluded from the Settlement Class are Defendants and their officers, directors, management, employees, and current subsidiaries or affiliates. Also excluded are any entities registered as “swap” dealers with the Commodity Futures Trading Commission (“CFTC”) during the Class Period, the United States Government, and all of the Released Settling Defendant Parties, provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class. For the avoidance of doubt, any entities that are excluded by virtue of having been registered or provisionally registered as swap dealers are only excluded during the period of such registration.

The New Settlement Class Period is January 1, 2008 through June 10, 2024.

The Court’s preliminary approval orders directed Plaintiffs’ Counsel to pursue steps to seek final approval of the Settlements, including preparing this Notice.

6. Why Are There Settlements?

Plaintiffs and Plaintiffs' Counsel believe that members of the Settlement Classes have been damaged by Defendants' conduct. The Settling Defendants believe that they have meritorious defenses to Plaintiffs' allegations and believe that Plaintiffs' legal claims would have been rejected prior to trial, at trial (had Plaintiffs successfully survived summary judgment motions), or on appeal. As a result, Settling Defendants believe that Plaintiffs would have received nothing if the lawsuit had continued to trial.

The Court has not ultimately decided in favor of either Plaintiffs or Defendants. Instead, Plaintiffs' Counsel engaged in negotiations with the Settling Defendants to reach negotiated resolutions of the legal claims against the Settling Defendants in the Action. The Settlements allow both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit eligible Settlement Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Plaintiffs and Plaintiffs' Counsel believe the Settlements are in the best interest of all Settlement Class Members.

The Credit Suisse Settling Defendants are required to pay \$25,000,000 and the Newly Settling Defendants are required to pay \$46,000,000 in cash for the benefit of the proposed Settlement Classes. If the Settlements are approved, each Settlement's Net Settlement Fund will be divided among all members of the separate Settlement Classes who file timely and valid Claim Forms.

If both Settlements are approved, the Action will be resolved. If the Settlements are not approved, the Settling Defendants for any non-approved Settlement will remain as defendants in the Action, and Plaintiffs will continue to pursue their legal claims against all remaining Defendants.

WHO GETS MONEY FROM THE SETTLEMENTS

7. How Do I Know If I Am A Settlement Class Member?

In both Preliminary Approval Orders, the Court preliminarily approved the following Settlement Class:

[A]ll persons or entities who, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant during the Settlement Class Period.

However, the meaning of defined terms differs slightly between the two Settlement Agreements. The Credit Suisse Settlement Class Period is January 1, 2008 through January 21, 2022. The New Settlement Class Period is January 1, 2008 through June 10, 2024. The definition of "Investment Vehicles" also differs slightly between the two Settlement Agreements, so you should review each Settlement Agreement carefully. Though the definition of "U.S. IRS Transaction" varies between the Settlements, the definition in the New Settlement is designed to clarify, not change, the definition in the Credit Suisse Settlement and the definitions are substantively identical.

If you are still not sure whether you are a Settlement Class Member, you can ask for free help. You can call 1-888-597-6416 toll-free or visit the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com, for more information.

THE SETTLEMENT BENEFITS

8. What Do The Settlements Provide?

The Settling Defendants are required to pay Settlement Amounts to be held for disbursement to Settlement Class Members who submit a valid and timely Claim Form and to pay for Court-approved fees, expenses, and Plaintiffs' Service Awards if the Settlements are approved. The Credit Suisse Settling Defendants are required to pay \$25,000,000 and the Newly Settling Defendants are required to pay \$46,000,000.

The Settlement Agreements provide that all Settlement Class Members (except those who exercise their right to exclude themselves from their Settlement Class(es), *see* Questions 16-20 below) will release all legal claims against the Settling Defendants (and their released affiliates) that arise from or relate to the factual predicate of the Action,

to the fullest extent allowed by law, from the beginning of time through the Execution Dates (January 21, 2022 for the Credit Suisse Settlement and June 10, 2024 for the New Settlement). **If you do not file a timely and valid Claim Form, you will be bound by this release unless you exclude yourself from the Settlement Class(es).**

Under certain conditions either or both Settlement Amount(s) may be reduced or the Settlement(s) terminated. The terms with respect to when and how that can be triggered differ between the Settlements. The Settlement Agreements should be consulted for their full terms.

9. How Will I Get A Payment?

If you are a Settlement Class Member of either or both Settlement Classes and do not exclude yourself, you must file a Claim Form to receive your share of money from the Net Settlement Fund(s). Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern Time on **MONTH, DD, 20YY OR** postmarked by **MONTH, DD, 20YY** and mailed to:

Interest Rate Swaps Antitrust Litigation
Settlement Administrator
P.O. Box 2796
Portland, OR 97208-2796

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will send you a “Confirmation of Claim Receipt,” which will acknowledge receipt of your Claim Form and will inform you of important next steps.

If you are a member of both Settlement Classes, and you submit a Claim Form, unless you indicate otherwise, you will be presumed to be filing a Claim Form to participate in **both** Settlement Classes and receive funds from **both** Settlement Funds. If you wish to only receive funds from one Settlement but not the other even though submitted data would otherwise qualify you to participate in both, you must so indicate on your Claim Form and file a Request for Exclusion for the Settlement Class you wish to exclude yourself from.

Please keep all data and documentation related to your eligible U.S. Interest Rate Swap Transactions. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments under the Settlements but will still be bound by any past and future Court rulings, including rulings on the Settlements, if approved, and the Settlement releases.

10. How Much Will My Payment Be?

At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlements. Pursuant to the Settlements, the Settling Defendants are required to pay cash for the benefit of the proposed Settlement Classes. The Credit Suisse Settling Defendants are required to pay \$25,000,000 and the Newly Settling Defendants are required to pay \$46,000,000.

If either or both Settlements are approved by the Court and the Effective Date occurs, each Net Settlement Fund for each Settlement will be distributed to Settlement Class Members who submit timely and valid Claim Forms, in accordance with the proposed Plans of Allocation or such other plan of allocation as the Court may approve for each Settlement, independently.

You should refer to the Plans of Allocation on the Settlement Website for details. In general, however, the Plans anticipate that Settlement Class Members’ award from each Net Settlement Fund will be a pro rata share of that Net Settlement Fund proportionate to the sum of the Settlement Class Member’s Credited Claim Values for that Settlement Class Period to the sum of all Credited Claim Values for that Settlement. The Credited Claim Value (“CCV”) is determined by Notional Value (“NV”) of the transaction multiplied by Tenor (“T”) of the transaction multiplied by a Legal Risk Multiplier (“LRM”) reflecting adjustments for heightened legal risks associated with recovering damages for certain kinds of U.S. Interest Rate Swap Transactions.

$$CCV = NV \times T \times LRM$$

Distributions from the Credit Suisse Settlement Fund and the New Settlement Fund will be calculated separately, though a single eligible transaction may establish your right to a payment from both Funds. You do not need to submit any transactions twice to participate in both Settlement Funds. Submitting duplicate data may result in your Claim Form being rejected in its entirety.

If your total calculated distribution is less than the cost of administering the award, you will receive an alternative minimum payment as described in the Plans of Allocation. In making this determination, the Settlement Administrator may consider the award across both Settlements and make a single alternative minimum payment.

Changes, if any, to the Plans of Allocation based on newly available data or information or a Court order will be promptly posted on the Settlement Website. Changes may include how the allocations are distributed based on submitted timely and valid Claim Forms, as well as on what information you are required to submit to be recognized. In all instances the changes, including the potential need for additional or different information, may be posted on the Settlement Website only, *i.e.*, without any further individualized notice to Settlement Class Members, other forms of publication, or otherwise. It is imperative that you check the Settlement Website for the most up-to-date information about the Plans of Allocation.

11. What Are The Plans of Allocation?

See Question 10 above for a brief description of the Plans of Allocation. The Plans of Allocation are available for review on the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com. Changes, if any, to the Plans of Allocation based on newly available data or information or a Court order will be promptly posted on the Settlement Website. Changes may include changes to how the allocations are distributed based on submitted timely and valid Claim Forms, as well as on what information Settlement Class Members are required to submit to be recognized. In all instances the changes, including the potential need for additional or different information, may be posted on the Settlement Website only, *i.e.*, without any further individualized notice to Settlement Class Members, other forms of publication, or otherwise. It is imperative that you check the Settlement Website for the most up-to-date information about the Plans of Allocation.

12. When Will I Receive A Payment?

The Court will hold the Fairness Hearing on **MONTH DD, 20YY at XX:XX X.M. (ET)** to decide whether to approve the Settlements and Plans of Allocation. Even if the Court approves the Settlements and Plans of Allocation, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

13. What Do I Have To Do After I File A Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class(es) and your Claim Form. If the Settlement Administrator determines that your Claim Form is deficient or defective, or if for any other reason (such as routine audit of submitted Claim Forms) more information or documentation is needed, the Settlement Administrator will contact you. If you subsequently provide information that satisfies the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Plaintiffs' Counsel will submit them to the Court, and the Court will make a final determination as to the validity of your Claim Form.

Please keep all data and documentation related to your eligible transactions in U.S. Interest Rate Swap Transactions. Having data and documentation may be important to substantiating your Claim Form.

14. What Am I Giving Up To Receive A Payment?

If you are a Settlement Class Member of either or both Settlement Classes, and the Court approves the Settlements, you will remain a Settlement Class Member unless you exclude yourself, regardless of whether you file a Claim

Form. That means you can't sue, continue to sue, or be part of any other lawsuit about the Released Class Claims in this Action against the Settling Defendants and/or any of the Released Parties.

The "Released Class Claims" as defined in the New Settlement Agreement are any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, whether brought in the United States or in any other jurisdiction, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, or damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively, derivatively, or in any other capacity, against the Released Settling Defendant Parties, arising from or related in any way to the conduct alleged in the Action, or that could have been alleged in the Action, that also arise from or relate to the factual predicate of the Action, to the fullest extent allowed by law, from the beginning of time through the Execution date. The Released Class Claims do not include: (i) any claims to enforce the Settlement; and (ii) any claims of a Person that submits a timely Request for Exclusion in connection with the Notice, which is accepted by the Court. The foregoing release is in addition to, and not in lieu of, the preclusive effect of the dismissal of the Action with prejudice that will occur upon approval of the Settlement.

The definition of Released Class Claims in the Credit Suisse Settlement Agreement is nearly identical but contains slightly different language. You should review the definition in the Credit Suisse Settlement Agreement to ensure you understand it.

The releases also constitute a waiver by the Parties and each Releasing Class Party of any rights to the protections afforded under California Civil Code § 1542, which provides:

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.

The releases also waive any rights under any other similar, comparable, or equivalent laws.

As the above Release language varies slightly in each Settlement, please read the relevant sections of each Settlement Agreement carefully. The Settlement Agreements are found on the Settlement Website at www.InterestRateSwapsAntitrustLitigation.com.

You will be considered to acknowledge that you are aware that you may hereafter discover facts in addition to, or different from, those facts which you know or believe to be true with respect to the subject matter of the Settlement Agreements, but that it is your intention to release fully, finally, and forever all of the Released Claims, and in furtherance of such intention, the release will be irrevocable and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

15. What If I Do Nothing?

You are automatically a member of a Settlement Class if you fall within the description of members of that Settlement Class. However, if you do not submit a timely and valid Claim Form, you will not receive a payment from either or both of the Settlements. You will be bound by all past and future Court rulings, including rulings on the Settlements and releases. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Defendants or any of the other Released Parties on the basis of the Released Claims. Please see Question 14 for a description of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

16. What If I Do Not Want To Be In The Settlement Class(es)?

If you are a Settlement Class Member, do not want to remain in either or both of the Settlement Class(es), and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is also sometimes referred to as “opting out” of a class.

If you exclude yourself from the Settlement Class(es), you will be free to sue the Settling Defendants or any of the other Released Parties on your own for the legal claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Plaintiffs’ Counsel will no longer represent you with respect to any legal claims against the Settling Defendants.

If you want to receive money from the Settlements, do not exclude yourself. You must file a timely and valid Claim Form in order to receive a payment from the Settlements.

17. How Do I Exclude Myself From The Settlement Class(es) For The Settlements?

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class mail and received by **MONTH DD, 20YY**, to:

Interest Rate Swaps Antitrust Litigation
EXCLUSIONS
Settlement Administrator
PO Box 2796
Portland, OR 97208-2796

The Request for Exclusion must:

- (a) be in writing;
- (b) be signed by you or your authorized representative;
- (c) state your name, address, and phone number;
- (d) contain a list of all trade names or business names that you request to be excluded;
- (e) contain the name of this Action;
- (f) include a statement certifying that you are a member of the Settlement Class(es) from which you requests to be excluded, and proof of membership in the relevant Settlement Class, including documentation evidencing U.S. Interest Rate Swap Transactions with the Settling Defendants during the corresponding Class Period; and,
- (g) include a statement that “I/we hereby request that I/we be excluded from the Settlement Class as it relates to [the Credit Suisse Settlement Agreement/the New Settlement Agreement/both the Credit Suisse Settlement Agreement and the New Settlement Agreement in the *In re: Interest Rate Swaps Antitrust Litigation*.”

If you want to exclude yourself from the Settlement Classes, you must provide document(s) evidencing eligible U.S. Interest Rate Swap transactions during the Credit Suisse and/or the New Settlement Class Period (for each transaction, the date, time and location of the transaction, and the total amount transacted). The Parties may request the Court to ask any Person or entity that requests to be excluded from the Settlements to provide documents sufficient to prove membership in the Settlement Classes.

A Request for Exclusion that does not include all of the required information, does not contain the proper signature, is sent to an address other than the one designated above, or that is not sent within the time specified will be invalid and you will remain a Settlement Class Member and will be bound by the Settlements, if approved.

If you submit a valid and timely Request for Exclusion in the manner set forth above and it is accepted by the Court, you will have no rights under the Settlements, will not share in the distribution of the Net Settlement Funds, and will not be bound by the Settlements. In addition, you will not be entitled to object to the Settlements or participate at the Fairness Hearing.

18. If I Do Not Exclude Myself, Can I Sue The Settling Defendants And The Other Released Parties For The Same Thing Later?

No. Unless you exclude yourself from a given Settlement, you give up any right to sue the Settling Defendants for that Settlement and the other Released Parties for the Released Claims that the Settlement resolves.

19. If I Exclude Myself, Can I Get Money From The Settlements?

No. You will not get any money from any Settlement that you exclude yourself from.

20. If I Exclude Myself From The Settlements, Can I Still Object?

No. If you exclude yourself from a Settlement, you are no longer a Settlement Class Member for that Settlement and may not object to any aspect of that Settlement.

OBJECTING TO THE SETTLEMENTS

21. How Do I Tell The Court What I Think About The Settlement?

If you are a Settlement Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlements. You can object to all or any part of the Settlements, Plans of Allocation, and/or application for the attorneys’ Fee and Expense Award, costs, or the Plaintiffs’ Service Awards. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of the United States District Court for the Southern District of New York a notice of appearance and your written objection, and serving your written objection on Plaintiffs’ Counsel and the Settling Defendants’ counsel such that your written objection is filed by **MONTH DD, 20YY** and postmarked to the following addresses by **MONTH DD, 20YY**:

<i>Plaintiffs’ Counsel</i>	
Quinn Emanuel Urquhart & Sullivan, LLP Daniel L. Brockett 51 Madison Avenue, 22 nd Floor New York, NY 10010 Telephone: (212) 849-7000 Email: danbrockett@quinnemanuel.com	Cohen Milstein Sellers & Toll PLLC Michael B. Eisenkraft 88 Pine Street, 14 th Floor New York, NY 10005 Telephone: (212) 838-7797 Email: meisenkraft@cohenmilstein.com

<i>Settling Defendants’ Counsel</i>	
David Januszewski Cahill Gordon & Reindel, LLP 32 Old Slip New York, NY 10005 Telephone: (212) 701-3000 Email: januszewski@cahill.com	Tracy V. Schaffer Jones Day 250 Vesey Street New York, NY 10281 Telephone: (212) 326-3939 Email: tschaffer@jonesday.com
Robert D. Wick Covington & Burling, LLP One City Center 850 Tenth Street, NW Washington, D.C. 20001 Telephone: (202) 662-600 Email: rwick@cov.com	James I. McClammy Davis Polk & Wardwell, LLP 450 Lexington Avenue New York, NY 10017 Telephone: (212) 450-5000 Email: james mcclammy@davispolk.com

<p>Arman Oruc Goodwin Procter, LLP 1900 N Street, NW Washington, D.C. 20036 Telephone: (202) 346-4440 Email: aoruc@goodwinlaw.com</p>	<p>Adam S. Hakki Allen Overy Shearman Sterling 599 Lexington Avenue New York, NY 10022 Telephone: (212) 848-4000 Email: adam.hakki@aoshearman.com</p>
<p>Peter G. Wilson Katten Muchin Rosenman, LLP 525 W. Monroe Street Chicago, IL 60661 Telephone: (312) 902-5649 Email: peter.wilson@katten.com</p>	<p>Roberto Gonzalez Paul, Weiss, Rifkind, Wharton & Garrison, LLP 2001 K Street, NW Washington, D.C. 20006 Telephone: (202) 223-7316 Email: rgonzalez@paulweiss.com</p>
<p>Lawrence E. Buterman Latham & Watkins, LLP 1271 Avenue of the Americas New York, NY 10020 Telephone: (212) 906-1264 Email: Lawrence.buterman@lw.com</p>	<p>Robert Y. Sperling Paul, Weiss, Rifkind, Wharton & Garrison, LLP 1285 Avenue of the Americas New York, NY 10019 Telephone: (212) 373-3000 Email: rsperling@paulweiss.com</p>
<p>Michael A. Paskin Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019 Telephone: (212) 474-1000 Email: mpaskin@cravath.com</p>	

If you do not enter an appearance, you will be represented by Plaintiffs' Counsel. If you choose to object, you must file a written objection. You cannot make an objection by telephone or email.

Your written objection must contain:

- (1) a heading that refers to this Action by case name and case number;
- (2) the specific legal and factual basis for each objection, including identifying which Settlement Class or Classes the objection pertains to, and whether the objection applies to you, a specific subset of a Class or the entire Class or Classes;
- (3) a statement of whether you intend to appear at the Fairness Hearing, either in person or through your lawyer and, if through your lawyer, a statement identifying the lawyer by name, address, and telephone number;
- (4) a description of any and all evidence you 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 your membership in the Settlement Class(es);
- (5) a description of the qualifying interest rate swap transactions you entered into that fall within the relevant Settlement Class definition(s); and
- (6) a list of other cases in which you and, if applicable, your attorney(s) have appeared either as an objector or counsel for an objector in the last five years.

Your written objection must be signed by you, even if you are represented by counsel, and filed with the Court no later than **MONTH DD, 20YY** and mailed to Plaintiffs' Counsel and to Settling Defendants' Counsel at the addresses above postmarked by **MONTH DD, 20YY**. If you fail to object in the manner described above, you will be deemed to have waived your objection and will forever be barred from making any such objection in the Action, unless otherwise excused for good cause shown, as determined by the Court.

Check the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com for updates on important dates and deadlines relating to the Settlements.

22. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about a Settlement. You can object to a Settlement only if you remain a Settlement Class Member and do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court that you do not want to be a part of the Settlement Class for that Settlement. If you exclude yourself, you have no right to object to that Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

23. Do I Have A Lawyer In This Lawsuit?

The Court has preliminarily appointed the lawyers listed below to represent you and the Settlement Classes in this Action:

Quinn Emanuel Urquhart & Sullivan, LLP

Daniel L. Brockett
51 Madison Avenue, 22nd Floor
New York, NY 10010
Telephone: (212) 849-7000
Email: danbrockett@quinnemanuel.com

Cohen Milstein Sellers & Toll PLLC

Michael B. Eisenkraft
88 Pine Street, 14th Floor
New York, NY 10005
Telephone: (212) 838-7797
Email: meisenkraft@cohenmilstein.com

These lawyers are called Plaintiffs' Counsel. Plaintiffs' Counsel may apply to the Court for payment of the attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards from the Settlement Funds. You will not otherwise be charged for Plaintiffs' Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

24. How Will The Lawyers Be Paid?

To date, Plaintiffs' Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlements provide that Plaintiffs' Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Fairness Hearing, Plaintiffs' Counsel will move for no more than \$XX,XXX,XXX in attorneys' fees, plus payment of litigation expenses and costs not to exceed \$XX,XXX,XXX, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Funds, accruing from the inception of each of the Settlement Funds until the attorneys' fees and litigation expenses and costs are paid. Plaintiffs' Counsel may allocate any award of attorneys' fees and payment of litigation expenses and costs among Plaintiffs' Counsel in proportion to their contributions to the case.

Plaintiffs' Counsel may also apply for plaintiff incentive awards from the Court to recognize the lead Plaintiffs' time and expense in representing the Settlement Class in this Action. Plaintiffs' Counsel may seek Plaintiffs' Service Awards up to \$XX,XXX per lead Plaintiff, totaling \$XXX,XXX.

This is only a summary of the request for the attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards. Any motions in support of the requests will be available for viewing on the Settlement Website at www.InterestRateSwapsAntitrustLitigation.com after they are filed by **MONTH DD, 20YY**.

The Court will consider the motion for attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

25. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold the Fairness Hearing on **MONTH DD, 20YY** at the United States District Court for the Southern District of New York, at the Thurgood Marshall U.S. Courthouse, located at 40 Foley Square, New

York, NY 10007. The Fairness Hearing may be moved to a different date, time, or venue without notice to you; any changes to the date, time, or venue of the Fairness Hearing will be posted to the Settlement Website. Although you do not need to participate, if you plan to do so, you should check the Settlement Website for any changes concerning the Fairness Hearing.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Plans of Allocation and requests for the attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

26. Do I Have To Participate At The Fairness Hearing?

No. Plaintiffs' Counsel will answer any questions the Court may have. You are, however, welcome to participate at the Fairness Hearing. If you file a timely objection, you do not have to participate at the Fairness Hearing to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to participate, but you are not required to do so.

27. May I Speak At The Fairness Hearing?

If you file a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. If you want to participate at the Fairness Hearing, you may also enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Plaintiffs' Counsel and Settling Defendants' counsel at the addresses set forth in Question 21, postmarked by **MONTH DD, 20YY**, or as the Court may otherwise direct. If you do not enter an appearance, you will be represented by Plaintiffs' Counsel.

GETTING MORE INFORMATION

28. How Do I Get More Information?

The Court has appointed Epiq as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlements and processing Claim Forms.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Plans of Allocation, which are available for your review at the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. You may also call toll-free 1-888-597-6416 or write to the Settlement Administrator at:

Interest Rate Swaps Antitrust Litigation
Settlement Administrator
P.O. Box 2796
Portland, OR 97208-2796
Tel: 1-888-597-6416
Email: info@InterestRateSwapsAntitrustLitigation.com
Website: www.InterestRateSwapsAntitrustLitigation.com

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your current mailing address to the Settlement Administrator at the address or email set forth above in the event the Settlement Administrator needs to contact you.

*****Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information about the Settlement.*****

DATED: MONTH DD, 20YY

BY ORDER OF THE COURT

EXHIBIT 2

PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

1. If you, directly or through an agent, entered into one or more U.S. IRS Transactions with Bank of America, Barclays, BNPP, Citi, Credit Suisse, Deutsche Bank, Goldman Sachs, JPMorgan, Morgan Stanley, RBS, or UBS (collectively, “Defendants”), direct or indirect parents, subsidiaries, or divisions of the Defendants in the United States from January 1, 2008 through June 10, 2024 (the “Settlement Class Period”), you may be eligible to receive a payment from the settlements in this Action (the “Settlements”) with (i) Credit Suisse Group AG, Credit Suisse AG; Credit Suisse Securities (USA) LLC; and Credit Suisse International (collectively, the “Credit Suisse Settling Defendants”); and (ii) Bank of America Corporation; Bank of America, N.A.; Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.); Barclays Bank PLC; Barclays Capital Inc.; BNP Paribas, S.A.; BNP Paribas Securities Corp.; Citigroup Inc.; Citibank, N.A.; Citigroup Global Markets Inc.; Citigroup Global Markets Limited; Deutsche Bank AG; Deutsche Bank Securities Inc.; The Goldman Sachs Group, Inc.; Goldman, Sachs & Co. LLC; Goldman Sachs Bank USA; Goldman Sachs Financial Markets, LP; Goldman Sachs International; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; J.P. Morgan Securities LLC; J.P. Morgan Securities plc; Morgan Stanley; Morgan Stanley Bank, N.A.; Morgan Stanley & Co. LLC; Morgan Stanley Capital Services LLC; Morgan Stanley Derivative Products Inc.; Morgan Stanley & Co. International plc; Morgan Stanley Bank International Limited; NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc); NatWest Markets plc (f/k/a Royal Bank of Scotland plc); NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.); UBS AG; and UBS Securities LLC (collectively, the “Newly Settling Defendants”). Together, the Credit Suisse Settling Defendants and the Newly Settling Defendants are referred to as the “Settling Defendants.” Combined, the Settling Defendants have paid Settlement Funds totaling \$71,000,000 (\$25,000,000 for the Credit Suisse Settlement and \$46,000,000 for the New Settlement). The action is *In Re: Interest Rate Swaps Antitrust Litigation*, Case No. 1:16-md-02704 (JPO) (the “Action”).

2. “U.S. IRS Transaction” means a fixed-for-floating, floating-for-fixed, or floating-for-floating interest rate swap, forward rate agreement, single-currency basis swap, or overnight index swap, in any currency, executed or cleared (i) by or on behalf of a Person either domiciled or located (*e.g.*, had a principal place of business) in the United States or its territories at the time of such execution or clearing; or (ii) by or on behalf of a Person that was domiciled and located outside the United States and its territories at the time of any such execution or clearing, where such execution or clearing was in United States commerce or otherwise falls within the scope of the U.S. antitrust laws, regardless of the form or manner in which the transaction was consummated.

3. The “Settlement Class Period” for the Credit Suisse Settlement Agreement is January 1, 2008 through January 21, 2022, inclusive; the “Settlement Class Period” for the New Settlement Agreement is January 1, 2008 through June 10, 2024, inclusive.

4. Unless otherwise defined herein, all capitalized terms contained in this Proof of Claim and Release Form (“Claim Form”) have the same meaning as in the accompanying **Notice of Proposed Class Action Settlements, Fairness Hearing and Class Members’ Rights** (“Notice”) and the Settlement Agreements between Plaintiffs and the respective Settling Defendants, which are available at www.InterestRateSwapsAntitrustLitigation.com (the “Settlement Website”).

5. To recover as a Class Member based on your claims in the Settlements, you must complete this Claim Form fully and accurately and sign the release and declaration on Pages 6-8. If you fail to submit a properly completed and addressed (as set forth in paragraph 6 below) Claim Form, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Funds created in connection with the proposed Settlements of the Action.

6. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlements in the Action. To share in the proceeds, the Settlement Administrator must determine, based on the information in your Claim Form, that you are eligible to participate as a result of your U.S. IRS Transactions during the period from January 1, 2008, through January 21, 2022, inclusive (for the Credit Suisse Settlement) and June 10, 2024 (for the New Settlement).

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT
WWW.INTERESTRATESWAPSANTITRUSTLITIGATION.COM OR VIA EMAIL TO
INFO@INTERESTRATESWAPSANTITRUSTLITIGATION.COM NO LATER THAN MONTH DD, 20YY,
OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN MONTH DD, 20YY,
ADDRESSED AS FOLLOWS:**

Interest Rate Swaps Antitrust Litigation
c/o Epiq
PO Box 2796
Portland, OR 97208-2796

7. If you are a Class Member, you are bound by the terms of any judgment entered in the Action for a given Settlement, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM OR RECEIVE A PAYMENT, unless you timely and validly request exclusion from that Settlement Class pursuant to the Notice. If you request exclusion from both Settlement Classes, do not submit a Claim Form because you will no longer be eligible to do so.

II. CLAIMANT IDENTIFICATION

8. If you, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant from January 1, 2008 through January 21, 2022, inclusive (for the Credit Suisse Settlement) or June 10, 2024, inclusive (for the New Settlement), and the transactions were in your name, you are the beneficial owner of the Claim for that transaction as well as the record owner. If, however, the transaction was entered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner, and the third party is a record owner.

9. Use Part I of this form below entitled “Claimant Identification” to identify each beneficial owner of the U.S. IRS Transaction(s) that form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER, OR THE LEGAL REPRESENTATIVE OF SUCH BENEFICIAL OWNERS OF THE U.S. IRS TRANSACTION(S) UPON WHICH THIS CLAIM IS BASED.**

10. All joint Claimants must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of Persons represented by them; their authority must accompany this Claim Form, and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. IDENTIFICATION OF U.S. IRS TRANSACTIONS

11. Use Part II of this form below entitled “Schedule of U.S. IRS Transactions” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantively the same form. Sign and print or type your name on each additional sheet.

12. **NOTICE REGARDING ELECTRONIC FILES:** Many claimants will have large numbers of U.S. IRS Transactions during the Class Period(s). Claimants submitting more than 20 transactions must submit information regarding their transactions in electronic files. To ensure the Settlement Administrator can timely process claims, electronic files must follow filing requirements and file layout formats. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.InterestRateSwapsAntitrustLitigation.com. Any file not in accordance with the required electronic filing format will be subject to rejection. **You must ensure electronic files you submit match the required format; DO NOT SEND THE TRANSACTION RECORDS YOU KEEP IN THE ORDINARY COURSE OF BUSINESS WITHOUT CLEANING DATA TO MATCH THE REQUIRED FORMAT.**

13. On the schedules, provide all of the requested information with respect to *all* of your U.S. IRS Transactions that took place at any time from January 1, 2008, through June 10, 2024, inclusive.

14. List each U.S. IRS Transaction in the Settlement Class Period separately by effective date with all requested characteristics of the transaction.

15. For each eligible U.S. IRS Transaction, you must:

- (i) List the effective date of the transaction in the format MM/DD/YYYY;
- (ii) Identify the corporate family of Defendant who was the counterparty to the transaction (BOA for Bank of America, BAR for Barclays, BNPP for BNPP, CITI for Citi, CS for Credit Suisse, DB for Deutsche Bank, GS for Goldman Sachs, JPM for JPMorgan, MS for Morgan Stanley, RBS for RBS, or UBS for UBS);
- (iii) List the notional value in U.S. Dollars;

- (iv) List the original, contracted-for maturity date of the transaction in the format MM/DD/YYYY (*i.e.*, if the swap was terminated early, list the original face maturity date rather than the early termination date); and,
- (v) Indicate whether the swap transaction was a floating-for-floating interest rate swap *other than* a single-currency basis swap (*e.g.*, a cross-currency basis swap).

16. Each of the above pieces of information is mandatory for each U.S. IRS Transaction. Incomplete claims may be rejected as to the transactions that lack required terms.

17. If requested by the Settlement Administrator, you must provide copies of documentation of your U.S. IRS Transactions. Failure to promptly provide this documentation as requested could delay verification of your claim or result in rejection of your claim in whole or in part. **The parties do not have information about your U.S. IRS Transactions. Do not attach documentation unless requested by the Settlement Administrator.**

18. Additional information may be requested by the Settlement Administrator, especially for unusual or complex claims. You must promptly provide the requested information, or your claim may be rejected as to transactions in question.

PART I: CLAIMANT IDENTIFICATION

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Settlement Administrator in writing at the address above. Complete names of all persons and entities must be provided.

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

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

Entity Name (if claimant is not an individual)

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

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City	State	ZIP/Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>

Foreign Country (only if not USA)

Social Security Number (last four digits only) OR Taxpayer Identification Number

<input type="text"/>	<input type="text"/>	-	<input type="text"/>
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Telephone Number

<input type="text"/>	<input type="text"/>	-	<input type="text"/>
----------------------	----------------------	---	----------------------

Email Address

Account Number

Account Type (check appropriate box)

- | | | |
|---|---|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401(k) | <input type="checkbox"/> Other _____ (please specify) | |

Opt-Out Status

Check the appropriate box if you have opted out of the Credit Suisse Settlement or the New Settlement.

[] I have opted out of the Credit Suisse Settlement and am submitting U.S. IRS transactions for the New Settlement only.

[] I have opted out of the New Settlement and am submitting U.S. IRS transactions for the Credit Suisse Settlement only.

PART II: SCHEDULE OF U.S. IRS TRANSACTIONS

Provide the following information only if you entered into one or more U.S. IRS Transactions with any Defendant from January 1, 2008, through the Execution Date. Do not include information regarding instruments other than U.S. IRS Transactions and do not include U.S. IRS Transactions in which you acquired the instrument as an agent for another individual or entity. Do not include IRS transactions that are not *United States* IRS transactions.

Please fill out all requested information for all your U.S. IRS Transactions between January 1, 2008 and June 10, 2024.

Effective Date (MM/DD/YYYY)	Counterparty (BOA, BAR, BNPP, CITI, CS, DB, GS, JPM, MS, RBS, UBS)	Notional Value (in USD)	Original Contracted-for Maturity Date (MM/DD/YYYY)	Check this box only if the transaction was a floating-for-floating swap other than a single-currency basis swap
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

It is important that you accurately disclose all U.S. IRS Transactions during the Settlement Class Period. Class Counsel and the Settlement Administrator reserve the right to seek further information from you regarding your Proof of Claim and Release.

If you require additional space up to 20 U.S. IRS Transactions, attach extra schedules in the same format as above. Sign and print your name on each additional page. If you have more than 20 U.S. IRS Transactions in the Class Period, please visit the Settlement Website at www.InterestRateSwapAntitrustLitigation.com to find instructions for submitting claims in an electronic file.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 6-8. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Credit Suisse Settlement Agreement and the New Settlement Agreement as described in the Notice, unless I (we) have opted out of one of those Settlements. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) not excluded from both Settlement Classes and am (are) bound by and subject to the terms of any judgment that may be entered in the Action with respect to any Settlement Class I (we) have not opted out of. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim covering the same U.S. IRS Transactions during the Class Period and know of no other Person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge, on behalf of myself (ourselves) and each of my (our) past and present trustees, fiduciaries, guardians, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through or on behalf of myself (ourselves), in their capacities as such, shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Released Class Claims in this Action against the Settling Defendants and/or any of the Released Parties; and (b) forever be enjoined from commencing, instituting or prosecuting any or all of the Released Class Claims against any of the Settling Defendants and/or Released Parties.

2. “Released Class Claims” shall be any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, whether brought in the United States or in any other jurisdiction, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, or damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively, derivatively, or in any other capacity, against the Released Settling Defendant Parties, arising from or related in any way to the conduct alleged in the Action, or that could have been alleged in the Action, that also arise from or relate to the factual predicate of the Action, to the fullest extent allowed by law, from the beginning of time through the Execution Date. The Released Class Claims do not include: (i) any claims to enforce the Settlement; and (ii) any claims of a Person that submits a timely Request for Exclusion in connection with the Notice, which is accepted by the Court. The foregoing release is in addition to, and not in lieu of, the preclusive effect of the dismissal of the Action with prejudice that will occur upon approval of the Settlement.

3. “Released Settling Defendant Parties” means Settling Defendants and each of their respective past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

4. “Unknown Claims” means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties or Released Parties might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the parties stipulate and agree that, by operation of the Judgment and Order of Dismissal, upon the Effective Date, Releasing and Released Parties shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Judgment and Order of Dismissal shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code Section 1542, which provides:

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, which if known by him or her would have materially affected his or her settlement with the debtor or released party.

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or

principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code Section 1542. The Releasing Parties and Released Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

5. This release shall be of no force or effect unless and until the Court approves the Settlements and it becomes effective on the Effective Date.

6. I (We) hereby warrant and represent that I (we) are members of the Settlement Class(es) in this action for which this Claim Form is being submitted and have not opted out of at least one of the Settlement Classes.

7. I (We) hereby warrant and represent that I (we) are not Defendants, co-conspirators (whether or not named in the Amended Complaint), or officers, directors, management, employees, or current affiliates of and Defendant or co-conspirator; that during the time period(s) for which I (we) submitted transactions, I (we) were not entities registered as "swap" dealers with the Commodities Futures Trading Commission; and that I (we) are not the United States Government, or any of the Released Credit Suisse or Settling Defendant Parties, other than Investment Vehicles.

8. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

9. I (We) hereby warrant and represent that I (we) have not previously released any matter released pursuant to this release or any other part or portion thereof.

10. I (We) hereby warrant and represent that I (we) have included information about all of my (our) U.S. IRS Transactions that occurred during the Settlement Class Period(s).

11. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

12. For the sake of clarity, to the extent I (we) have opted out of one (but not both) of the Settlements, the foregoing statements with respect to the releases apply only to the Settlement that I (we) have not opted out of.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this ___ day of _____, in _____,
(Month / Year) (City) (State/Country)

[Signature box]

Signature of Claimant

[Signature box]

Signature of Joint Claimant, if any

[Print Name box]

Print Name of Claimant

[Print Name box]

Print Name of Joint Claimant, if any

[Capacity box]

Capacity of person(s) signing (e.g., Beneficial Purchaser, Executor, or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. If this Claim is being made on behalf of an entity or another Person, attach proof of your authority to submit claims on behalf of the entity or Person.
4. Keep a copy of your Claim Form and all supporting documentation for your records.
5. If you desire a printed acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested. Electronically submitted claims will receive automatic emails acknowledging receipt.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release form.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.INTERESTRATESWAPSANTITRUSTLITIGATION.COM OR VIA EMAIL TO INFO@INTERESTRATESWAPSANTITRUSTLITIGATION.COM NO LATER THAN MONTH DD, 20YY, OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN MONTH DD, 20YY, ADDRESSED AS FOLLOWS:

**U.S. IRS Transactions
c/o Epiq
PO Box 2796
Portland, OR 97208-2796**

EXHIBIT 3

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS,
FAIRNESS HEARING AND CLASS MEMBERS' RIGHTS**

TO: ALL PERSONS OR ENTITIES WHO, DIRECTLY OR THROUGH AN AGENT, ENTERED INTO ONE OR MORE U.S. INTEREST RATE SWAP(S) ("IRS") TRANSACTION WITH ANY DEFENDANT DURING THE SETTLEMENT CLASS PERIOD.

The purpose of this Notice is to inform you of the proposed Settlements in this Action.

A Settlement has been reached with the "Credit Suisse Settling Defendants": Credit Suisse Group AG; Credit Suisse AG; Credit Suisse Securities (USA) LLC; and Credit Suisse International. The "Settlement Class Period" for the Credit Suisse Settlement is January 1, 2008 through January 21, 2022.

A second Settlement has been reached with the "Newly Settling Defendants": Bank of America Corporation; Bank of America, N.A.; Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.); Barclays Bank PLC; Barclays Capital Inc.; BNP Paribas, S.A.; BNP Paribas Securities Corp.; Citigroup Inc.; Citibank, N.A.; Citigroup Global Markets Inc.; Citigroup Global Markets Limited; Deutsche Bank AG; Deutsche Bank Securities Inc.; The Goldman Sachs Group, Inc.; Goldman, Sachs & Co. LLC; Goldman Sachs Bank USA; Goldman Sachs Financial Markets, LP; Goldman Sachs International; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; J.P. Morgan Securities LLC; J.P. Morgan Securities plc; Morgan Stanley; Morgan Stanley Bank, N.A.; Morgan Stanley & Co. LLC; Morgan Stanley Capital Services LLC; Morgan Stanley Derivative Products Inc.; Morgan Stanley & Co. International plc; Morgan Stanley Bank International Limited; NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc); NatWest Markets plc (f/k/a Royal Bank of Scotland plc); NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.); UBS AG; and UBS Securities LLC. This Settlement is referred as the "New Settlement." The "Settlement Class Period" for the New Settlement is January 1, 2008 through June 10, 2024.

Collectively, the Credit Suisse Settling Defendants and the Newly Settling Defendants are referred to as the "Settling Defendants."

Plaintiffs allege that Defendants conspired to prevent buy-side investors from trading Interest Rate Swaps on all-to-all anonymous electronic trading platforms that plaintiffs believe would have provided more transparent and competitive trading options. Plaintiffs also allege that the Defendants conspired to prevent buy-side investors from trading with each other, thus ensuring that a dealer bank would remain on one side of every trade. Plaintiffs allege that these actions violated Section 1 of the Sherman Act, 15 U.S.C. § 1, and that, as a result, Defendants generated supracompetitive profits from the challenged conduct. All Defendants deny they did anything wrong.

The Court has preliminarily approved the Settlements with the Settling Defendants. To resolve all Released Claims against all Released Parties, the Credit Suisse Settling Defendants are required to pay \$25,000,000 and the Newly Settling Defendants are required to pay \$46,000,000. Settlement Class Members who do not opt out of the Settlements will release their legal claims against all Settling Defendants in the Action.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS

DO NOTHING: If you do nothing in connection with the Settlements, you will receive no payment from the Settlements *and* you will be bound by any past and future Court rulings, including rulings on the Settlements, if approved, and the Settlement releases.

FILE A CLAIM FORM: If you are a Settlement Class Member of either or both Settlement Classes and do not exclude yourself, you must file a Claim Form to receive your share of money from the Net Settlement Fund(s). Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern Time on **MONTH, DD, 20YY** **OR** received by **MONTH, DD, 20YY** and mailed to: Interest Rate Swaps Antitrust Litigation, Settlement Administrator, P.O. Box 2796, Portland, OR 97208-2796. If you do not file a Claim Form, you will not receive any payments under the Settlements but will still be bound by any past and future Court rulings, including rulings on the Settlements, if approved, and the Settlement releases.

EXCLUDE YOURSELF FROM THE SETTLEMENTS: If you wish to exclude yourself from either or both of the Settlement Classes, you must submit your request for exclusion by U.S. first class mail to the Settlement Administrator received by **MONTH DD, 20YY**. If you exclude yourself from a Settlement, you will not be bound

by that Settlement, if approved, or that Settlement's release, and you will not be eligible for any payment from that Settlement. You can exclude yourself by sending a written "Request for Exclusion." You cannot exclude yourself by telephone or email. Your written Request for Exclusion must be mailed by U.S. first class mail and received by **MONTH DD, 20YY**, to: Interest Rate Swaps Antitrust Litigation, EXCLUSIONS, Settlement Administrator, PO Box 2796, Portland, OR 97208-2796.

OBJECT TO THE SETTLEMENTS: If you wish to object to either or both of the Settlements, you must file a written objection with the Court by **MONTH DD, 20YY** and mail your objection by U.S. first class mail to Plaintiffs' Counsel and Settling Defendants' counsel postmarked by **MONTH DD, 20YY**. You can object to all or any part of the Settlements, Plans of Allocation, and/or application for attorneys' Fee and Expense Award, costs, or the Plaintiffs' Service Awards. You must be and remain a Settlement Class Member in order to object to that Settlement.

FAIRNESS HEARING: The Court will hold the Fairness Hearing on **MONTH DD, 20YY**. At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider whether to approve the Plans of Allocation and requests for the attorneys' Fee and Expense Awards, costs, and Plaintiffs' Service Awards. If there are any objections, the Court will consider them at this time. Although you do not need to participate, you are welcome to participate at the Fairness Hearing. You may also hire your own lawyer to participate, but you are not required to do so.

This Notice summarizes the Settlement Agreements. More details are in the Settlement Agreements and Plans of Allocation, which are available for your review at the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com. The Settlement Website also has answers to common questions about the Settlements, Claim Form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. You may also call toll-free 1-888-597-6416.

EXHIBIT 4

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

IN RE: INTEREST RATE SWAPS
ANTITRUST LITIGATION

Case No. 16-MD-2704 (JPO)

This Document Pertains To:

Hon. J. Paul Oetken

ALL CLASS ACTION CASES

**PROPOSED PLAN OF ALLOCATION OF SETTLEMENT FUNDS—CREDIT SUISSE
SETTLEMENT**

1. This Proposed Plan of Allocation of Settlement Funds—Credit Suisse Settlement (“Plan of Allocation” or “POA”) sets forth the method by which Plaintiffs propose to distribute funds available to Settlement Class Members in connection with the Settlement Agreement with Credit Suisse Defendants dated January 21, 2022 (the “Credit Suisse Settlement Agreement”). The Plan of Allocation is substantially the same as and should be considered in conjunction with the Plan of Allocation of Settlement Funds—New Settlement filed herewith; the documents are drafted separately only to avoid confusion as to how the Settlements will be administered. For more information concerning these Settlements and the rights of Settlement Class Members, see the Settlement Website at www.InterestRateSwapsAntitrustLitigation.com.

2. The Credit Suisse Settlement Agreement differs somewhat from the Settlement Agreement dated June 10, 2024 between Plaintiffs and the Goldman Sachs, JPMorgan, Morgan Stanley, and UBS Defendants (the “New Settlement Agreement”). In particular, the Execution Date of the two Settlement Agreements differ, as do the definitions within each Agreement of

“Defendants” and “Investment Vehicles”; each difference effects differences in the composition of the two Settlement Classes and the eligibility of transactions to be considered in allocating Net Settlement Funds. Distributions from each Settlement’s Net Settlement Fund will be calculated independently by the Settlement Administrator. Claimants need not and should not submit duplicate Claim Forms to participate in both Settlements, or submit Claim Forms with duplicate transactions.

3. The Plan of Allocation must be approved by the Court before it is administered. It may be changed at any time without further notice to Claimants, before or after the Court’s Fairness Hearing and/or Final Approval of the Settlements, by Court order. Changes to the Proposed Plan of Allocation and any Court-approved Plan of Allocation will be made available to Claimants on the Settlement Website. Settlement Class Members should regularly visit the Settlement Website to be apprised of important developments.

I. DEFINITIONS

4. Capitalized terms not defined below have the meaning given to them in the Settlement Agreements. To the extent there are differences in the meanings of undefined terms between the Settlement Agreements, those terms mean what they mean in the Credit Suisse Settlement Agreement for the purposes of allocating funds from the Credit Suisse Net Settlement Fund, and mean what they mean in the New Settlement Agreement for the purposes of allocating funds from the New Net Settlement Fund.

5. “Authorized Claimant” means any Settlement Class Member who will be entitled to a distribution from the Net Settlement Fund pursuant to the Settlement Agreement and Plan of Allocation approved by the Court.

6. “Claimant” means a Person who submits a Claim Form.

7. “Claim Deficiency Notice” means the notice sent by the Claims Administrator to a Claimant whose Claim Form is deficient in one or more ways such as, for example, failure to provide required information or documentation.

8. “Claims Bar Date” means the deadline established by the Court by which Class Members must submit Claim Forms to the Settlement Administrator.

9. “Class Counsel” means Cohen Milstein Sellers & Toll PLLC and Quinn Emanuel Urquhart & Sullivan, LLP.

10. “Class Plaintiffs” are Public School Teachers’ Pension and Retirement Fund of Chicago and Los Angeles County Employees Retirement Association.

11. “Court” means the United States District Court for the Southern District of New York.

12. “Credited Claim Value” means the credited claim value of each eligible Interest Rate Swap Transaction as calculated pursuant to Section III, *infra*.

13. “Execution Date” means January 21, 2022.

14. “Interest Rate Swap Transaction” means a fixed-for-floating, floating-for-fixed, or floating-for-floating interest rate swap, forward rate agreement, single-currency basis swap, or overnight index swap, in any currency, executed or cleared (i) by or on behalf of a Person either domiciled or located (*e.g.*, had a principal place of business) in the United States or its territories at the time of such execution or clearing; or (ii) by or on behalf of a Person that was domiciled and located outside the United States and its territories at the time of any such execution or clearing, where such execution or clearing was in United States commerce or otherwise falls within the scope of the U.S. antitrust laws, regardless of the form or manner in which the transaction was consummated.

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

16. “Legal Risk Multiplier” means the legal risk multiplier applied to the notional value and tenor of each eligible Interest Rate Swap Transaction, as appropriate for the date and type of transaction, described in Section III, *infra*.

17. “Net Settlement Fund,” used in the singular, means the Settlement Fund less (i) the amount of any Fee and Expense Award and any Plaintiffs’ Service Award, if requested, and to the extent allowed by the Court; (ii) Class Notice and Administration Expenses; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses approved by the Court. Used in the plural, “Net Settlement Funds” means the Net Settlement Fund attributable to the Credit Suisse Settlement Agreement and the Net Settlement Fund attributable to the New Settlement Agreement collectively, but not in aggregate; *i.e.*, the distributions from each fund will be calculated independently.

18. “Defendants” means any and all parties named as Defendants in the Fourth Amended Complaint (ECF No. 748) in this Action.

19. “Proof of Claim and Release Form” means the form so titled provided to, requested by, or submitted by Settlement Class Members, whether submitted on paper or electronically, and includes any electronic claim data submitted by Settlement Class Members.

20. “Released Credit Suisse Parties” means Settling Credit Suisse Defendants and each of their respective past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

21. “Settlement,” used in the singular, means the settlement described in the Credit Suisse Settlement Agreement. “Settlements” means the settlements described in the Credit Suisse Settlement Agreement and the New Settlement Agreement, collectively.

22. “Settlement Administrator” means Epiq Systems, Inc.

23. “Settlement Amount” means the sum of \$25,000,000.

24. “Settlement Class” means all Persons or entities who, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant during the Settlement Class Period. Excluded from the Class are Defendants, their co-conspirators, should any exist, whether or not named in the Fourth Amended Complaint, and their officers, directors, management, employees, and current subsidiaries or affiliates. Also excluded are any entities registered as “swap” dealers with the Commodity Futures Trading Commission (“CFTC”) during the Class Period, the United States Government, and all of the Released Credit Suisse Parties, provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class. For the avoidance of doubt, any entities that are excluded by virtue of having

been registered or provisionally registered as swap dealers are only excluded during the period of such registration.

25. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class and has not submitted a Request for Exclusion in connection with the Notice that has been accepted by the Court.

26. “Settlement Class Period” means the period January 1, 2008 through the Execution Date (January 21, 2022).

27. “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to the Escrow Account.

28. “Settlement Website” means the website located at www.InterestRateSwapsAntitrustLitigation.com.

29. “Settling Credit Suisse Defendants” means Credit Suisse Group AG; Credit Suisse AG; Credit Suisse Securities (USA) LLC; Credit Suisse International.

II. ELIGIBILITY OF CLAIMANTS

30. The proceeds of the Net Settlement Fund will be paid to Authorized Claimants who submit a valid Proof of Claim and Release Form by the Claims Bar Date. This section describes the administrative procedures that will apply to determine eligibility and the effect of Class Members submitting (or not submitting) Proof of Claim and Release Forms.

A. Requirement to Submit a Proof of Claim and Release Form

31. Each Settlement Class Member wishing to receive proceeds from the Net Settlement Fund must complete and submit a Proof of Claim and Release Form which, *inter alia*, releases all Released Class Claims against all Released Credit Suisse Parties (as those terms are defined in the Credit Suisse Settlement Agreement), is signed under penalty of perjury by an authorized Person, consents to the disclosure, waiver, and instruction paragraphs in Section V of

the Proof of Claim and Release Form, and is supported by such documents or proof as set out in the Proof of Claim and Release Form.

B. Effect of Not Submitting a Proof of Claim and Release Form

32. Any Settlement Class Member who does not submit a complete Proof of Claim and Release Form by the Claims Bar Date, or whose Proof of Claim and Release Form is rejected by the Settlement Administrator and not re-submitted correctly by the Claims Bar Date, will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Credit Suisse Settlement Agreement, the releases contained therein, and the Judgement and Order of Dismissal, and will be barred from bringing any action or proceeding against the Released Credit Suisse Parties concerning the Released Class Claims. Class Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Settlement Administrator, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.

C. Determination of Eligibility; Claim Deficiency Notices

33. The Settlement Administrator will review each Proof of Claim and Release Form submitted by the Claims Bar Date. The Settlement Administrator will determine: (i) whether the Claimant is an eligible Settlement Class Member; (ii) whether the Proof of Claim and Release Form is complete and sufficient in accordance with the Settlement Agreement and any applicable orders of the Court, including requirements set forth in this Plan of Allocation and instructions on the Proof of Claim and Release Form; and (iii) the extent, if any, to which each claim will be allowed.

34. Proof of Claim and Release Forms that do not meet the submission requirements may be rejected in whole or in part. Prior to rejection of a Proof of Claim and Release Form, the

Settlement Administrator will provide the Claimant with a Claim Deficiency Notice. The Claim Deficiency Notice will, in a timely fashion and in writing, notify all Claimants whose Claim Forms the Claims Administrator proposes to reject, in whole or in part, and set out the reason(s) therefore, and the Claimant will have an opportunity to respond within a reasonable time as determined at the Settlement Administrator's discretion.

35. The Settlement Administrator will not issue Claim Deficiency Notices regarding a Claimant's submission of Interest Rate Swap Transactions from January 22, 2022, through June 10, 2024 for purposes of the Credit Suisse Settlement; such transactions are ineligible as the basis for claims to the Credit Suisse Settlement but may form the basis of claims to the New Settlement, and will be presumed by the Settlement Administrator to be submitted only in connection with the New Settlement.

36. If a dispute concerning a Claimant's claim cannot be resolved, Class Counsel will thereafter present such disputes to the Court.

D. Submission of Supporting Data and Documents

37. For their claim to be deemed eligible, Claimants must submit written or electronic data relating to their Interest Rate Swaps Transactions in accordance with the instructions on the Proof of Claim and Release Form, §§ I-III. Electronic data must be submitted using the template available on the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com.

Documentation of transactions should be submitted only as required by instructions on the Proof of Claim and Release Form or requested by the Settlement Administrator.

38. Each submitted Interest Rate Swap Transaction must be submitted with terms sufficient to calculate and verify the transaction's award pursuant to Section III of this Plan of Allocation or it will be rejected as ineligible. Each submitted Interest Rate Swap Transaction

must have one and only one of each of the following terms or characteristics or it will be rejected:

- (i) Effective date;
- (ii) Identifier of the corporate family of Defendant which was the Claimant's counterparty to the transaction;
- (iii) Notional value;
- (iv) Original contract maturity date (*i.e.*, regardless of whether the contract was unwound before maturity); and
- (v) An indicator if the swap was a floating-for-floating swap other than a single-currency basis swap.

39. Nonconforming or unusual Interest Rate Swap Transactions may be submitted if and only if accurate values for the terms in Paragraph 38, reflective of the economic reality of the transaction, may be determined. Claimants are responsible for accurately characterizing their Interest Rate Swaps Transactions and should be prepared to document them. The Settlement Administrator will request documentation as necessary to detect and prevent inaccurate claims.

40. Proof of Claim and Release Forms supported by data or documentation that does not meet the requirements set forth in the Proof of Claim and Release Form or does not follow the template for submission of electronic data made available on the Settlement Website may be rejected by the Settlement Administrator in whole or in part. Failure to provide requested documentation may be grounds for the Settlement Administrator to reject a Claimant's claim in whole or in part.

E. Claims Procedures and Timing

41. On receipt and processing of a Claimant's data and records, the Settlement Administrator will: (i) determine the eligibility for an award of each of the Claimant's submitted Interest Rate Swap Transactions; (ii) determine if a Claim Deficiency Notice is required with

respect to any ineligible Interest Rate Swap Transaction submitted in connection with the Claimant's Proof of Claim and Release Form; and (iii) calculate, for each of the Claimant's submitted eligible Interest Rate Swap Transactions, the transaction's Credited Claim Value, as described in Section III below.

42. Following receipt of a Claimant's Proof of Claim and Release Form via the Settlement Website, the Settlement Administrator will issue a "Confirmation of Claim Receipt" to the Claimant via email to the Claimant. For claims submitted via mail, the Settlement Administrator will issue a "Confirmation of Claim Receipt" provided that the Claimant provides a self-addressed stamped envelope for the receipt's return.

III. CALCULATION OF AWARDS

A. The Net Settlement Fund for Distribution

43. The Credit Suisse Settling Defendants have entered into a proposed Settlement Agreement with Class Plaintiffs that provide for total payments of \$25,000,000 into the Settlement Fund. If the Settlement Agreement is approved, the Net Settlement Fund (defined above) will be distributed to all Authorized Claimants in accordance with the Plan of Allocation approved by the Court. No monies will revert to the Credit Suisse Settling Defendants if there is final approval of the Settlement Agreement by the Court.

44. The Net Settlement Fund will be distributed *pro rata* among Claimants in proportion to the sum of their Credited Claim Values for the Settlement Class Period, as set out below.

B. Calculation of Credited Claim Values

45. For each eligible Interest Rate Swap Transaction, the Settlement Administrator will calculate a Credited Claim Value for that transaction. The Credited Claim Value for an Interest Rate Swap Transaction is determined by the formula:

$$CCV = NV \times T \times LRM$$

where CCV means Credited Claim Value; NV represents the notional value of the transaction; T represents the tenor of the transaction in days, as calculated by the difference of the maturity and effective dates of the transaction; and LRM represents a Legal Risk Multiplier reflecting adjustments for heightened legal risks associated with recovering damages for certain kinds of Interest Rate Swap Transactions.

46. The Settlement Administrator will assign Legal Risk Multipliers (LRM) to each eligible Interest Rate Swap Transaction as follows:

Transaction Characteristics	Legal Risk Multiplier
All transactions effective before January 1, 2013	0.1
All floating-for-floating swaps other than single-currency basis swaps	0.1
All other eligible transactions	1.0

47. Legal risk multipliers do not “stack”; *i.e.*, floating-for-floating transactions other than single-currency basis swaps effective before January 1, 2013 will receive an LRM of 0.1, not 0.01.

IV. DETERMINATION AND DISTRIBUTION OF AWARDS

48. For each Authorized Claimant, the Settlement Administrator will sum the total of all Credited Claim Values for each of the Claimant’s eligible Interest Rate Swap Transactions.

49. Each Authorized Claimant’s award from the Net Settlement Fund will be a *pro rata* share of the Net Settlement Fund proportionate to the ratio of the sum of their Credited Claim Values to the sum of all Credited Claim Values for the Settlement.

50. For administrative efficiency, each Authorized Claimant’s award from the Settlement may be combined with the Claimant’s award from the New Settlement.

51. Following the Effective Date of the Settlement and the Settlement Administrator's calculation of each Authorized Claimant's award(s) or alternative minimum payment (see Section V, *infra*), the Settlement Administrator will distribute the Net Settlement Fund to Authorized Claimants pursuant to the Plan of Allocation approved by the Court.

52. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial date of distribution of the Net Settlement Fund, the Settlement Administrator will, if feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the remaining balance in the Net Settlement Fund is impracticable to distribute equitably and economically to Authorized Claimants, at which point any remaining balance will be donated to an appropriate 501(c)(3) non-profit selected by Class Counsel and approved by the Court. For the sake of clarity, Authorized Claimants who receive an alternative minimum payment may, at the Settlement Administrator's discretion, be excluded from subsequent distributions entirely.

V. ALTERNATIVE MINIMUM PAYMENT

53. For each Authorized Claimant, if Class Counsel and the Settlement Administrator reasonably determine that the cost of administering claims to that Authorized Claimant would exceed the value of the awards to that Authorized Claimant, Class Counsel will instruct the Settlement Administrator to preserve the value of the Settlement Fund and make an alternative minimum payment to satisfy such claims. The alternative minimum payment will be a set amount for all applicable Authorized Claimants and will be based on the participation rate of the Settlement Class in the Settlement. If a Settlement Class Member submits a Claim that does not conform to the data standards required by Section II of this Plan of Allocation, Class Counsel, at its discretion, may direct the Settlement Administrator to accept the Claim, deny the Claim, or assign it a discounted value. If the Settlements are both approved, at the discretion of Class

Counsel and the Settlement Administrator there may be a single alternative minimum payment amount made for all Settlements.

Dated: September 19, 2024

Respectfully submitted,

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EXHIBIT 5

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

IN RE: INTEREST RATE SWAPS
ANTITRUST LITIGATION

Case No. 16-MD-2704 (JPO)

This Document Pertains To:

Hon. J. Paul Oetken

ALL CLASS ACTION CASES

**PROPOSED PLAN OF ALLOCATION OF SETTLEMENT FUNDS—NEW
SETTLEMENT**

1. This Proposed Plan of Allocation of Settlement Funds—New Settlement (“Plan of Allocation” or “POA”) sets forth the method by which Plaintiffs propose to distribute funds available to Settlement Class Members in connection with the Settlement Agreement with the Newly Settling Defendants dated June 10, 2024 (the “New Settlement Agreement”). The Plan of Allocation is substantially the same as and should be considered in conjunction with the Plan of Allocation of Settlement Funds—Credit Suisse Settlement filed herewith; the documents are drafted separately only to avoid confusion as to how the Settlements will be administered. For more information concerning these Settlements and the rights of Settlement Class Members, see the Settlement Website at www.InterestRateSwapsAntitrustLitigation.com.

2. The New Settlement Agreement differs somewhat from the Settlement Agreement dated January 21, 2022 between Plaintiffs and the Credit Suisse Defendants (the “Credit Suisse Settlement Agreement”). In particular, the Execution Date of the two Settlement Agreements differ, as do the definitions within each Agreement of “Defendants” and “Investment Vehicles”;

each difference effects differences in the composition of the two Settlement Classes and the eligibility of transactions to be considered in allocating Net Settlement Funds. Distributions from each Settlement's Net Settlement Fund will be calculated independently by the Settlement Administrator. Claimants need not and should not submit duplicate Claim Forms to participate in both Settlements, or submit Claim Forms with duplicate transactions.

3. The Plan of Allocation must be approved by the Court before it is administered. It may be changed at any time without further notice to Claimants, before or after the Court's Fairness Hearing and/or Final Approval of the Settlements, by Court order. Changes to the Proposed Plan of Allocation and any Court-approved Plan of Allocation will be made available to Claimants on the Settlement Website. Settlement Class Members should regularly visit the Settlement Website to be apprised of important developments.

I. DEFINITIONS

4. Capitalized terms not defined below have the meaning given to them in the Settlement Agreements. To the extent there are differences in the meanings of undefined terms between the Settlement Agreements, those terms mean what they mean in the Credit Suisse Settlement Agreement for the purposes of allocating funds from the Credit Suisse Net Settlement Fund, and mean what they mean in the New Settlement Agreement for the purposes of allocating funds from the New Net Settlement Fund.

5. "Authorized Claimant" means any Settlement Class Member who will be entitled to a distribution from the Net Settlement Fund pursuant to the Settlement Agreement and Plan of Allocation approved by the Court.

6. "Claimant" means a Person who submits a Claim Form.

7. “Claim Deficiency Notice” means the notice sent by the Claims Administrator to a Claimant whose Claim Form is deficient in one or more ways such as, for example, failure to provide required information or documentation.

8. “Claims Bar Date” means the deadline established by the Court by which Class Members must submit Claim Forms to the Settlement Administrator.

9. “Class Counsel” means Cohen Milstein Sellers & Toll PLLC and Quinn Emanuel Urquhart & Sullivan, LLP.

10. “Class Plaintiffs” are Public School Teachers’ Pension and Retirement Fund of Chicago, and Los Angeles County Employees Retirement Association.

11. “Court” means the United States District Court for the Southern District of New York.

12. “Credited Claim Value” means the credited claim value of each eligible Interest Rate Swap Transaction as calculated pursuant to Section III, *infra*.

13. “Execution Date” means June 10, 2024.

14. “Interest Rate Swap Transaction” means a fixed-for-floating, floating-for-fixed, or floating-for-floating interest rate swap, forward rate agreement, single-currency basis swap, or overnight index swap, in any currency, executed or cleared (i) by or on behalf of a Person either domiciled or located (*e.g.*, had a principal place of business) in the United States or its territories at the time of such execution or clearing; or (ii) by or on behalf of a Person that was domiciled and located outside the United States and its territories at the time of any such execution or clearing, where such execution or clearing was in United States commerce or otherwise falls within the scope of the U.S. antitrust laws, regardless of the form or manner in which the transaction was consummated.

15. “Investment Vehicles” means any investment company, separately managed account, collective investment trust, or pooled investment fund, including, but not limited to mutual fund families, exchange-traded funds, fund of funds, hedge funds, and retirement accounts and employee benefit plans, in which any Settling Defendant has or may have a direct or indirect interest, or as to which that Settling Defendant or its affiliates may act as an investment advisor or manager, but in which any Settling Defendant alone or with its, his, or her respective affiliates is not a majority owner or does not hold a majority beneficial interest.

16. “Legal Risk Multiplier” means the legal risk multiplier applied to the notional value and tenor of each eligible Interest Rate Swap Transaction, as appropriate for the date and type of transaction, described in Section III, *infra*.

17. “Net Settlement Fund,” used in the singular, means the Settlement Fund less (i) the amount of any Fee and Expense Award and any Plaintiffs’ Service Award, if requested, and to the extent allowed by the Court; (ii) Class Notice and Administration Expenses; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses approved by the Court. Used in the plural, “Net Settlement Funds” means the Net Settlement Fund attributable to the Credit Suisse Settlement Agreement and the Net Settlement Fund attributable to the New Settlement Agreement collectively, but not in aggregate; *i.e.*, the distributions from each fund will be calculated independently.

18. “Defendants” means any and all parties named as Defendants in any complaint or pleading filed in this Action.

19. “Proof of Claim and Release Form” means the form so titled provided to, requested by, or submitted by Settlement Class Members, whether submitted on paper or electronically, and includes any electronic claim data submitted by Settlement Class Members.

20. “Released Settling Defendant Parties” means the Newly Settling Defendants and each of their respective past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

21. “Settlement,” used in the singular, means the settlement described in the New Settlement Agreement. “Settlements” means the settlements described in the Credit Suisse Settlement Agreement and the New Settlement Agreement, collectively.

22. “Settlement Administrator” means Epiq Systems, Inc.

23. “Settlement Amount” means the sum of \$46,000,000.

24. “Settlement Class” means all Persons or entities who, directly or through an agent, entered into one or more U.S. IRS Transactions with any Defendant during the Settlement Class Period. Excluded from the Class are Defendants and their officers, directors, management, employees, and current subsidiaries or affiliates. Also excluded are any entities registered as “swap” dealers with the Commodity Futures Trading Commission (“CFTC”) during the Class Period, the United States Government, and all of the Released Settling Defendant Parties, provided, however, that Investment Vehicles shall not be excluded from the definition of the Settlement Class. For the avoidance of doubt, any entities that are excluded by virtue of having been registered or provisionally registered as swap dealers are only excluded during the period of such registration.

25. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class and has not submitted a Request for Exclusion in connection with the Notice that has been accepted by the Court.

26. “Settlement Class Period” means the period January 1, 2008 through the Execution Date (June 10, 2024).

27. “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to the Escrow Account.

28. “Settlement Website” means the website located at www.InterestRateSwapsAntitrustLitigation.com.

29. “Newly Settling Defendants” means the Bank of America, Barclays, BNPP, Citi, Deutsche Bank, Goldman Sachs, JPMorgan, Morgan Stanley, RBS, and UBS Defendants listed in footnote 1 of the New Settlement Agreement.

II. ELIGIBILITY OF CLAIMANTS

30. The proceeds of the Net Settlement Fund will be paid to Authorized Claimants who submit a valid Proof of Claim and Release Form by the Claims Bar Date. This section describes the administrative procedures that will apply to determine eligibility and the effect of Class Members submitting (or not submitting) Proof of Claim and Release Forms.

A. Requirement to Submit a Proof of Claim and Release Form

31. Each Settlement Class Member wishing to receive proceeds from the Net Settlement Fund must complete and submit a Proof of Claim and Release Form which, *inter alia*, releases all Released Class Claims against all Released Settling Defendant Parties (as those terms are defined in the New Settlement Agreement), is signed under penalty of perjury by an authorized Person, consents to the disclosure, waiver, and instruction paragraphs in Section V of

the Proof of Claim and Release Form, and is supported by such documents or proof as set out in the Proof of Claim and Release Form.

B. Effect of Not Submitting a Proof of Claim and Release Form

32. Any Settlement Class Member who does not submit a complete Proof of Claim and Release Form by the Claims Bar Date, or whose Proof of Claim and Release Form is rejected by the Settlement Administrator and not re-submitted correctly by the Claims Bar Date, will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the New Settlement Agreement, the releases contained therein, and the Judgement and Order of Dismissal, and will be barred from bringing any action or proceeding against the Released Settling Defendant Parties concerning the Released Class Claims. Class Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Settlement Administrator, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.

C. Determination of Eligibility; Claim Deficiency Notices

33. The Settlement Administrator will review each Proof of Claim and Release Form submitted by the Claims Bar Date. The Settlement Administrator will determine: (i) whether the Claimant is an eligible Settlement Class Member; (ii) whether the Proof of Claim and Release Form is complete and sufficient in accordance with the Settlement Agreement and any applicable orders of the Court, including requirements set forth in this Plan of Allocation and instructions on the Proof of Claim and Release Form; and (iii) the extent, if any, to which each claim will be allowed.

34. Proof of Claim and Release Forms that do not meet the submission requirements may be rejected in whole or in part. Prior to rejection of a Proof of Claim and Release Form, the Settlement Administrator will provide the Claimant with a Claim Deficiency Notice. The Claim

Deficiency Notice will, in a timely fashion and in writing, notify all Claimants whose Claim Forms the Claims Administrator proposes to reject, in whole or in part, and set out the reason(s) therefore, and the Claimant will have an opportunity to respond within a reasonable time as determined at the Settlement Administrator's discretion.

35. If a dispute concerning a Claimant's claim cannot be resolved, Class Counsel will thereafter present such disputes to the Court.

D. Submission of Supporting Data and Documents

36. For their claim to be deemed eligible, Claimants must submit written or electronic data relating to their Interest Rate Swaps Transactions in accordance with the instructions on the Proof of Claim and Release Form, §§ I-III. Electronic data must be submitted using the template available on the Settlement Website, www.InterestRateSwapsAntitrustLitigation.com.

Documentation of transactions should be submitted only as required by instructions on the Proof of Claim and Release Form or requested by the Settlement Administrator.

37. Each submitted Interest Rate Swap Transaction must be submitted with terms sufficient to calculate and verify the transaction's award pursuant to Section III of this Plan of Allocation or it will be rejected as ineligible. Each submitted Interest Rate Swap Transaction must have one and only one of each of the following terms or characteristics or it will be rejected:

- (i) Effective date;
- (ii) Identifier of the corporate family of Defendant which was the Claimant's counterparty to the transaction;
- (iii) Notional value;
- (iv) Original contract maturity date (*i.e.*, regardless of whether the contract was unwound before maturity); and

- (v) An indicator if the swap was a floating-for-floating swap other than a single-currency basis swap.

38. Nonconforming or unusual Interest Rate Swap Transactions may be submitted if and only if accurate values for the terms in Paragraph 37, reflective of the economic reality of the transaction, may be determined. Claimants are responsible for accurately characterizing their Interest Rate Swaps Transactions and should be prepared to document them. The Settlement Administrator will request documentation as necessary to detect and prevent inaccurate claims.

39. Proof of Claim and Release Forms supported by data or documentation that does not meet the requirements set forth in the Proof of Claim and Release Form or does not follow the template for submission of electronic data made available on the Settlement Website may be rejected by the Settlement Administrator in whole or in part. Failure to provide requested documentation may be grounds for the Settlement Administrator to reject a Claimant's claim in whole or in part.

E. Claims Procedures and Timing

40. On receipt and processing of a Claimant's data and records, the Settlement Administrator will: (i) determine the eligibility for an award of each of the Claimant's submitted Interest Rate Swap Transactions; (ii) determine if a Claim Deficiency Notice is required with respect to any ineligible Interest Rate Swap Transaction submitted in connection with the Claimant's Proof of Claim and Release Form; and (iii) calculate, for each of the Claimant's submitted eligible Interest Rate Swap Transactions, the transaction's Credited Claim Value, as described in Section III below.

41. Following receipt of a Claimant's Proof of Claim and Release Form via the Settlement Website, the Settlement Administrator will issue a "Confirmation of Claim Receipt" to the Claimant via email to the Claimant. For claims submitted via mail, the Settlement

Administrator will issue a “Confirmation of Claim Receipt” provided that the Claimant provides a self-addressed stamped envelope for the receipt’s return.

III. CALCULATION OF AWARDS

A. The Net Settlement Fund for Distribution

42. The Newly Settling Defendants have entered into a proposed Settlement Agreement with Class Plaintiffs that provide for total payments of \$46,000,000 into the Settlement Fund. If the Settlement Agreement is approved, the Net Settlement Fund (defined above) will be distributed to all Authorized Claimants in accordance with the Plan of Allocation approved by the Court. No monies will revert to the Newly Settling Defendants if there is final approval of the Settlement Agreement by the Court.

43. The Net Settlement Fund will be distributed *pro rata* among Claimants in proportion to the sum of their Credited Claim Values for the Settlement Class Period, as set out below.

B. Calculation of Credited Claim Values

44. For each eligible Interest Rate Swap Transaction, the Settlement Administrator will calculate a Credited Claim Value for that transaction. The Credited Claim Value for an Interest Rate Swap Transaction is determined by the formula:

$$CCV = NV \times T \times LRM$$

where CCV means Credited Claim Value; NV represents the notional value of the transaction; T represents the tenor of the transaction in days, as calculated by the difference of the maturity and effective dates of the transaction; and LRM represents a Legal Risk Multiplier reflecting adjustments for heightened legal risks associated with recovering damages for certain kinds of Interest Rate Swap Transactions.

45. The Settlement Administrator will assign Legal Risk Multipliers (LRM) to each eligible Interest Rate Swap Transaction as follows:

Transaction Characteristics	Legal Risk Multiplier
All transactions with effective dates before January 1, 2013	0.1
All floating-for-floating swaps other than single-currency basis swaps	0.1
All other eligible transactions	1.0

46. Legal risk multipliers do not “stack”; *i.e.*, floating-for-floating transactions other than single-currency basis swaps effective before January 1, 2013 will receive an LRM of 0.1, not 0.01.

IV. DETERMINATION AND DISTRIBUTION OF AWARDS

47. For each Authorized Claimant, the Settlement Administrator will sum the total of all Credited Claim Values for each of the Claimant’s eligible Interest Rate Swap Transactions.

48. Each Authorized Claimant’s award from the Net Settlement Fund will be a *pro rata* share of the Net Settlement Fund proportionate to the ratio of the sum of their Credited Claim Values to the sum of all Credited Claim Values for the Settlement.

49. For administrative efficiency, each Authorized Claimant’s award from the Settlement may be combined with the Claimant’s award from the Credit Suisse Settlement.

50. Following the Effective Date of the Settlement and the Settlement Administrator’s calculation of each Authorized Claimant’s award(s) or alternative minimum payment (see Section V, *infra*), the Settlement Administrator will distribute the Net Settlement Fund to Authorized Claimants pursuant to the Plan of Allocation approved by the Court.

51. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial date of distribution of the Net Settlement Fund, the Settlement

Administrator will, if feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the remaining balance in the Net Settlement Fund is impracticable to distribute equitably and economically to Authorized Claimants, at which point any remaining balance will be donated to an appropriate 501(c)(3) non-profit selected by Class Counsel and approved by the Court. For the sake of clarity, Authorized Claimants who receive an alternative minimum payment may, at the Settlement Administrator's discretion, be excluded from subsequent distributions entirely.

V. ALTERNATIVE MINIMUM PAYMENT

52. For each Authorized Claimant, if Class Counsel and the Settlement Administrator reasonably determine that the cost of administering claims to that Authorized Claimant would exceed the value of the awards to that Authorized Claimant, Class Counsel will instruct the Settlement Administrator to preserve the value of the Settlement Fund and make an alternative minimum payment to satisfy such claims. The alternative minimum payment will be a set amount for all applicable Authorized Claimants and will be based on the participation rate of the Settlement Class in the Settlement. If a Settlement Class Member submits a Claim that does not conform to the data standards required by Section II of this Plan of Allocation, Class Counsel, at its discretion, may direct the Settlement Administrator to accept the Claim, deny the Claim, or assign it a discounted value. If the Settlements are both approved, at the discretion of Class Counsel and the Settlement Administrator there may be a single alternative minimum payment amount made for all Settlements.

Dated: September 19, 2024

Respectfully submitted,

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EXHIBIT 6

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

IN RE: INTEREST RATE SWAPS ANTITRUST
LITIGATION

This Document Pertains To:

ALL CLASS ACTION CASES

MDL No. 2704
Master Docket No.
16 MD 2704 (JPO)

**[PROPOSED] ORDER PRELIMINARILY PROVIDING FOR NOTICE TO THE
SETTLEMENT CLASSES AND PRELIMINARILY APPROVING THE PLANS OF
ALLOCATION**

WHEREAS, this matter has come before the Court by way of Plaintiffs' Motion for an Order Providing for Notice to the Settlement Classes and Preliminarily Approving the Plans of Allocation in connection with the Credit Suisse Settling Defendants and the Newly Settling Defendants,¹ together herein the "Settling Defendants."

WHEREAS, the above-captioned matter is a putative class action before this Court;

¹ The Bank of America Corporation; Bank of America, N.A.; Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.); Barclays Bank PLC; Barclays Capital Inc.; BNP Paribas, S.A.; BNP Paribas Securities Corp.; Citigroup Inc.; Citibank, N.A.; Citigroup Global Markets Inc.; Citigroup Global Markets Limited; Deutsche Bank AG; Deutsche Bank Securities Inc.; The Goldman Sachs Group, Inc.; Goldman, Sachs & Co. LLC; Goldman Sachs Bank USA; Goldman Sachs Financial Markets, LP; Goldman Sachs International; JPMorgan Chase & Co.; JPMorgan Chase Bank, N.A.; J.P. Morgan Securities LLC; J.P. Morgan Securities plc; Morgan Stanley; Morgan Stanley Bank, N.A.; Morgan Stanley & Co. LLC; Morgan Stanley Capital Services LLC; Morgan Stanley Derivative Products Inc.; Morgan Stanley & Co. International plc; Morgan Stanley Bank International Limited; NatWest Group plc (f/k/a The Royal Bank of Scotland Group plc); NatWest Markets plc (f/k/a Royal Bank of Scotland plc); NatWest Markets Securities Inc. (f/k/a RBS Securities Inc.); UBS AG; and UBS Securities LLC defendants are referred to as the "Newly Settling Defendants."

WHEREAS, the Court has entered orders preliminarily approving the terms of the settlement agreements with the Credit Suisse Settling Defendants and the Newly Settling Defendants, preliminarily certifying the proposed Settlement Classes, preliminarily appointing Co-Lead Counsel for the Settlement Classes, and preliminarily appointing Class Representatives (the “Preliminary Approval Orders”);

WHEREAS, the Court finds that the proposed forms for providing notice to the class, and the plan for providing notice to the plan, to be reasonable and rational; and

WHEREAS, the Court finds that the proposed Plans of Allocation are reasonable and rational and should be sent to members of the settlement classes for their review prior to the Fairness Hearing;

NOW, THEREFORE, this __ day of _____, ___:

IT IS HEREBY ORDERED that:

1. Except for the terms expressly defined herein, the Court adopts and incorporates the definitions in the Settlement Agreements and the Preliminary Approval Orders.
2. The terms of the Plans of Allocation are preliminarily approved as within the range of reasonableness, fairness, and adequacy.
3. The Court understands that the Settling Defendants have complied with the notice requirements of the Class Action Fairness Act, 28 U.S.C. §1715.
4. Plaintiffs shall promptly inform the Court when it has received the Counterparty Lists owed to them under the Settlements, and shall therein request by letter that the Court provide a date for the Fairness Hearing.
5. 30 days from when the Court provides a date for the Fairness Hearing, Plaintiffs’ notice program shall begin (the “Notice Date”). By no later than this time, the Settlement

Administrator shall cause copies of the long-form notice and the claim form, in the form (without material variation) of Exhibits 1 and 2 to the Declaration of Daniel Brockett, dated September 19, 2024 (“Brockett Declaration”), to begin being mailed by United States first class mail, postage prepaid, as described in Paragraph 13 of the Declaration of Cameron R. Azari, dated September 19, 2024.

6. As of the Notice Date, the Settlement Administrator shall also establish and maintain a website beginning no later than the first date of mailing notice to the Class and remaining until the termination of the administration of the Settlements. The website shall identify important deadlines, provide answers to frequently asked questions, and include copies of the Settlement Agreements (including exhibits), this Order, the mailed and summary notices, the motions for preliminary approval and all exhibits attached thereto, and the motion for issuance of the class notice plan and preliminary approval of the allocation plan. The website may be amended as appropriate during the course of the administration of the Settlement. The website shall be searchable on the Internet.

7. The Settlement Administrator shall maintain a toll-free interactive voice response telephone system containing recorded answers to frequently asked questions, along with an option permitting callers to speak to live operators or to leave messages in a voicemail box.

8. As close to within 10 days after the Notice Date as possible given submission and publication cycles in the chosen medium, the Settlement Administrator shall cause to be published a Summary Notice, without material variation from the summary notice attached as Exhibit 3 to the Brockett Declaration.

9. The Court approves, in form and substance, the long-form notice, the summary

notice, the claim form, and the website as described herein. The notice program specified herein (i) is the best notice practicable; (ii) is reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the pendency and status of this Action and of their right to object to or exclude themselves from the proposed Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the Fairness Hearing; and (iv) fully satisfies all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, Due Process, and any other applicable rules or laws.

10. Concurrent with the motion for final approval of the Settlements, and with any subsequent updates as necessary, Co-Lead Counsel shall file or cause to be filed a sworn statement attesting to the compliance with the paragraphs in this Order governing the provision of notice.

11. Any member of the Settlement Classes and any governmental entity that objects to the fairness, reasonableness, or adequacy of any term or aspect of either Settlement, the Plan of Allocation, the application for attorneys' fees and expenses and any service awards, or the Final Approval Order and Final Judgment for either Settlement, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Fairness Hearing and present evidence or argument that may be proper and relevant. However, except for good cause shown, no person other than Co-Lead Counsel and Settling Defendants' counsel shall be heard and no papers, briefs, pleadings, or other documents submitted by any member of a Settlement Class or any governmental entity shall be considered by the Court unless, not later than 60 days after the Notice Date (the "Objection Deadline"), the member of a Settlement Class or the governmental entity files with the Court (and serves the same on or before the date of such filing by hand or overnight mail on the Co-Lead Counsel and counsel of record for Settling Defendants) a

statement of the objection, as well as the specific legal and factual reasons for each objection, including all support that the objecting member of a Settlement Class or the governmental entity wishes to bring to the Court's attention and all evidence the objector wishes to introduce in support of his, her, or its objection or motion. Such submission must contain: (1) a heading that refers to this Action by case name and case number; (2) the specific legal and factual basis for each objection, including identifying which Settlement Class or Classes the objection pertains to, and whether the objection applies to the objecting person, a specific subset of a Class or the entire such Class or Classes; (3) a statement of whether the objecting 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; (4) 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; (5) a description of the qualifying interest rate swap transactions entered into by the member of a Settlement Class that fall within the relevant Settlement Class definition(s); and (6) a list of other cases in which the objector or counsel for the objector has appeared either as an objector or counsel for an objector in the last five years. Persons who have timely submitted a valid Request for Exclusion are not members of the Settlement Class they excluded themselves from, and are not entitled to object to any aspect of that Settlement.

12. Any objection to the Settlement submitted by a member of the Settlement Class pursuant to paragraph 11 of this Order must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative), even if the member of the Settlement Class is

represented by counsel. The right to object to a proposed Settlement must be exercised individually by a member of the Settlement Class or the Person's attorney, and not as a member of a group, class, or subclass, except that such objections and may be submitted by a member of a Settlement Class's legally authorized representative.

13. Any member of a Settlement Class or governmental entity that fails to object in the manner described in paragraphs 11-12 of this Order shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding related to or arising out of the relevant Settlement(s).

14. The Settlement Administrator shall furnish Co-Lead Counsel and counsel for Settling Defendants with copies of any and all objections, notices of intention to appear, and other objection-related communications that come into its possession (except as otherwise expressly provided in the Settlement Agreement) within one business day of receipt thereof.

15. Any Request for Exclusion from the Settlement by a member of a Settlement Class must be sent in writing by U.S. first class mail to the Settlement Administrator at the address in the mailed notice and received no later than 60 days after the Notice Date (the "Exclusion Bar Date"). Any Request for Exclusion must contain the following information: (a) the name, address, and telephone number of the member of the Settlement Class; (b) a list of all trade names or business names that the member of the Settlement Class requests to be excluded; (c) the name of this Action; (d) a statement certifying such person is a member of the Settlement Class(es) the exclusion request pertains to; (e) proof of membership in the relevant Settlement Class(es), including documentation evidencing IRS Transactions with the Defendants during the relevant Settlement Class Period; and (f) a statement that "I/we hereby request that I/we be excluded from the Settlement Class as it relates to" either the "Credit Suisse Settlement

Agreement in the *In re: Interest Rate Swaps Antitrust Litigation*,” the “New Settlement Agreement in the *In re: Interest Rate Swaps Antitrust Litigation*,” or “both the Credit Suisse Settlement Agreement and the New Settlement Agreement in the *In re: Interest Rate Swaps Antitrust Litigation*.”

16. Unless the Court determines otherwise, a Request for Exclusion shall not be effective unless it provides all of the information listed in paragraph 15 of this Order, complies with this paragraph 15, and is received by the Exclusion Bar Date, as set forth in the Class Notice. If a member of a Settlement Class is unable or unwilling to disclose transaction information or other information required in paragraph 15, the Request for Exclusion must include a concise statement explaining why that member is unable or unwilling to do so and explain why that member should nonetheless be excluded; the Court will determine the effectiveness of such a Request for Exclusion on an individual basis. Any Request for Exclusion from a Settlement submitted by a member of that Settlement Class pursuant to paragraph 15 of this Order must be signed by the member of the Settlement Class (or his, her, or its legally authorized representative). The right to be excluded from a proposed Settlement must be exercised individually by a member of the Settlement Class or his, her, or its attorney, and not as a member of a group, class, or subclass, except that a Request for Exclusion may be submitted by a member of a Settlement Class’s legally authorized representative. The Parties may request leave of the Court to seek discovery from any member of a Settlement Class who submits any Request for Exclusion.

17. Any member of a Settlement Class who does not submit a timely and valid written Request for Exclusion from that Settlement Class shall be bound by all proceedings, orders, and judgments in the Action, even if the member of the Settlement Class has previously

initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims, and even if such member of the Settlement Class never received actual notice of the Action or the proposed Settlements.

18. The Settlement Administrator shall provide Co-Lead Counsel with copies of any Requests for Exclusion (including all documents submitted with such requests) and any written revocations of Requests for Exclusion as soon as possible after receipt by the Settlement Administrator and, in any event, within one business day after receipt by the Settlement Administrator. Co-Lead Counsel shall provide copies to counsel for the relevant Settling Defendants as soon as possible upon receipt, but in any event within five business days of their receipt.

19. The Settlement Administrator shall maintain a log of all Requests for Exclusion, copies of which should be made available for Co-Lead Counsel or counsel for the relevant Settling Defendants upon request.

20. In addition, within 5 business days after the Exclusion Bar Date, the Settlement Administrator shall prepare and provide to Co-Lead Counsel an opt-out list identifying all Persons, if any, who submitted a timely and valid Request for Exclusion from each Settlement Class, as provided in the Settlement Agreement, and an affidavit attesting to the accuracy of the opt-out list. The affidavit(s) should be promptly provided to the relevant Settling Defendants, and shall be filed with the Court prior to the Fairness Hearing. Within 20 business days of receipt of the affidavit, Settling Defendants shall notify Co-Lead Counsel of whether they intend to request relief under paragraph 9.4 (Credit Suisse Agreement)/10.2 (New Settlement Agreement) based on volume of requests for exclusion. If such relief is requested, the parties shall promptly notify the Court including so that changes to the schedule herein may be

considered.

21. All Proof of Claim and Release forms shall be submitted by members of the Settlement Classes to the Settlement Administrator as directed in the mailed notice and must be postmarked no later than 90 days after the Notice Date (the “Claims Deadline”).

22. To effectuate the Settlements and the notice provisions, the Settlement Administrator shall be responsible for: (a) establishing a P.O. Box (to be identified in the mailed notice and the publication notice), a toll-free interactive voice response telephone system and call center, and an email account and website for the purpose of communicating with members of the Settlement Classes; (b) effectuating the Class Notice plan, including by running potential members of the Settlement Class’s addresses through the National Change of Address Database to obtain the most current address for each person; (c) accepting and maintaining documents sent from members of the Settlement Class, including Proof of Claim and Release forms, and other documents relating to the Settlement and its administration; (d) administering claims for allocation of funds among members of the Settlement Classes; (e) determining the timeliness of each Proof of Claim and Release submitted by members of the Settlement Classes, and the adequacy of the supporting documents submitted by members of the Settlement Classes; (f) corresponding with members of the Settlement Classes regarding any deficiencies in their Proof of Claim and Release forms and regarding the final value of any allowed claim; (g) calculating each Authorized Claimant’s allowed claim pursuant to the Plan of Allocation; (h) determining the timeliness and validity of all Requests for Exclusion received from members of the Settlement Classes; (i) preparing the opt-out list and an affidavit attaching and attesting to the accuracy of such list, and providing same to Co-Lead Counsel and counsel for Settling Defendants; and (j) providing Co-Lead Counsel and counsel for Settling Defendants with copies

of any Requests for Exclusion (including all documents submitted with such requests).

23. The Settlement Administrator shall maintain a copy of all paper communications related to each Settlement for a period of one year after distribution of the relevant Net Settlement Fund defined in the Settlement Agreements (“Net Settlement Fund”), and shall maintain a copy of all electronic communications related to the Settlements for a period of three years after distribution of the relevant Net Settlement Fund, after which time all such materials shall be destroyed, absent further direction from the Parties or the Court.

24. All reasonable expenses incurred in preparing and providing the Settlement Class Notice and paying other administrative expenses shall be paid from the Settlement Funds, as set forth in the Settlement Agreements. In the event the Court does not approve the Settlement Agreements, or if the Settlement Agreements are terminated or otherwise fail to become effective or final, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts incurred or disbursed pursuant to Paragraph 8(a) Settlement Agreements.

25. Co-Lead Counsel shall file their motions for payment of attorneys’ fees and reimbursement of expenses, service awards, and for final approval of the Settlements and Plans of Allocation by 30 days after the Notice Date, and any reply papers (which may include a response to objections, if any) shall be filed by 21 days after the Claims Deadline.

26. A hearing will be held on a date of the Court’s convenience at a date and time to be set pursuant to the process discussed in paragraphs 4-5 above, in Courtroom 706 of this Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the Settlements (the “Fairness Hearing”). The date, time, and place of the Fairness Hearing shall be set forth in the Class Notice, which is ordered herein, but shall be subject to adjournment or change by the Court without further notice to the members of the Settlement Classes, other than

that which may be posted at the Court or on the Settlement website at www.InterestRateSwapsAntitrustLitigation.com. The Court reserves the right to conduct the Fairness Hearing remotely.

27. The Court reserves the right to approve or modify the Settlements, the Plans of Allocation, the fee and expense applications, or any other matter relating to the Settlements at or after the Fairness Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Classes.

28. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to members of the Settlement Classes, other than that which may be posted at the Court or on the Settlement website.

29. Unless otherwise specified, the word “days,” as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first business day thereafter.

IT IS SO ORDERED.

DATED: _____

HON. J. PAUL OETKEN
UNITED STATES DISTRICT JUDGE