

Class Action Summary

Euribor Antitrust Class Action Settlement

This is not an official Court Notice. Information contained in this Summary is subject to change.

If you or your business transacted in Euribor Products from **June 1, 2005 through March 31, 2011**, you may be entitled to participate in the **\$182.5 MILLION*** in new funds recovered **thus far** in class action settlements.

First and *Second Round Filing Deadline: The deadline to file a claim has passed. FRS is still filing claims for new clients. Acceptance is subject to Court approval.

Eligible Class Members: Eligible class members include all persons or entities (excluding the United States Government) who or which are domiciled either in or outside the United States and its territories, and who or which, during the period of June 1, 2005 through and including March 31, 2011, purchased, sold, held, traded or otherwise had any interest in "Euribor Products" (defined below) within the United States or its territories. This includes, but is not limited to, all persons or entities who or which: traded Chicago Mercantile Exchange ("CME") Euro currency futures contracts, transacted in New York Stock Exchange ("NYSE") London International Financial Futures and Options Exchange ("LIFFE") Euribor futures and options from a location within the United States, and/or traded any other Euribor Product from a location within the United States.

Definition of "Euribor" and "Euribor Products": Euribor is the Euro Interbank Offered Rate. Euribor Products include any and all interest rate swaps, forward rate agreements, futures, options, structured products, and any other instrument or transaction related in any way to Euribor, including but not limited to, NYSE LIFFE Euribor futures contracts and options, CME Euro currency futures contracts and options, Euro currency forward agreements, Euribor-based swaps, Euribor-based forward rate agreements and/or any other financial instruments that reference Euribor.

Defendants: The Defendants include: 1) Barclays plc, Barclays Bank plc and Barclays Capital Inc. ("**Barclays**"); 2) BNP Paribas S.A.; 3) Citigroup, Inc. and Citibank, N.A. (collectively, "**Citi**"); 4) Coöperatieve Rabobank U.A. (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.); 5) Crédit Agricole S.A. and Crédit Agricole CIB; 6) Deutsche Bank AG and DB Group Services UK Limited ("**Deutsche Bank**"); 7) HSBC Holdings plc and HSBC Bank plc ("**HSBC**"); 8) ICAP plc and ICAP Europe Limited; 9) J.P. Morgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, "**JPMorgan**"); 10) The Royal Bank of Scotland plc; 11) Société Générale SA; and 12) UBS AG.

Case History: In February 2013, a complaint was filed alleging the Defendants combined and conspired to manipulate Euribor and the prices of Euribor-based derivatives in violation of the federal antitrust laws. Since then, the class has reached several settlements with several of the Defendants in the total amount of \$491.5 million* (the details of which are noted below and distributions of some of those funds has occurred). This Summary, however, pertains to the most recently announced \$182.5 million* in settlements that the class has reached with Defendants Citi and JPMorgan.

First Round of Settlements: The first round of settlements with Barclays, HSBC and Deutsche Bank total approximately \$309 million and have received final approval. The claim filing deadline for this first round of settlements was August 1, 2018. At this time, late claims may still be filed subject to Court approval. The distribution timeframe of these funds (less expenses, fees and noticing costs) has not yet been announced.

***Second Round of Settlements:** The second round of settlements with Citi and JPMorgan total approximately \$182.5 million and have received final approval. The claim filing deadline for this first round of settlements was July 31, 2019. At this time, late claims may still be filed subject to Court approval. The distribution timeframe of these funds (less expenses, fees and noticing costs) has not yet been announced. The litigation is also ongoing against the remaining Defendants, and it is possible that additional funds may become available to the class as the result of a trial or future settlements.

Class Counsel or the Settlement Administrator may be contacted for additional settlement information. You also may visit the court approved website. *Please understand that you have the right to file on your own.*

To learn more about our services, visit www.FRSCO.com.

The Services FRS Provides: Financial Recovery Strategies (FRS) is a class action claims management consultant; we are not a court appointed claims administrator or class counsel. If you hire FRS, FRS will work within your guidelines to manage the claims process: FRS will notify you when we believe that you may be eligible to participate in valuable settlements; we will take action to assure that all of your eligible business units (e.g., subsidiaries, divisions, acquisitions and divestitures) are included in the claims process; to reduce the support needed from your in-house staff, FRS will provide advice on what, if any, documents need to be collected and maintained, and, when requested, will assist in that effort; when required documents are not available or are too burdensome to collect, FRS will attempt to develop innovative alternatives to satisfy documentation requirements and then negotiate on your behalf to obtain approval of those alternatives; FRS will prepare, assemble and submit your claim package, and manage it throughout the claims processing phase, including working with you to address any concerns or questions the claims administrator may have; FRS will provide regular updates on the recovery process; FRS will review your payment to assure that it has not been under calculated; and FRS will follow up with you to assure that your recovery check is deposited. FRS's recovery specialists are always available to answer any questions you may have.

How to Retain FRS: If you wish to hire FRS to file and manage a claim on your behalf, you must return a signed copy of an Authorization Agreement. Before doing so, it is important that you understand its terms and make sure that your basic information at the top of the page is correct.