

# EXHIBIT 1

EXECUTION VERSION

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

METZLER INVESTMENT GmbH, FTC FUTURES  
FUND SICAV, and FTC FUTURES FUND PCC LTD.,  
ATLANTIC TRADING USA, LLC, 303030 TRADING  
LLC, GARY FRANCIS AND NATHANIAL HAYNES,  
on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG,  
BANK OF AMERICA CORPORATION, BANK OF  
AMERICA, N.A., J.P. MORGAN CHASE & CO., J.P.  
MORGAN CHASE BANK, N.A., HSBC HOLDINGS PLC,  
HSBC BANK PLC, HBOS PLC, BANK OF SCOTLAND  
PLC, CITI BANK PLC, LLOYDS BANKING GROUP  
PLC, LLOYDS BANK PLC, PORTIGON AG F/K/A  
WESTLB AG, WESTDEUTSCHE IMMOBILIENBANK  
AG, UBS GROUP AG, UBS AG, THE ROYAL BANK OF  
SCOTLAND GROUP PLC, THE ROYAL BANK OF  
SCOTLAND PLC, RBS SECURITIES, INC., DEUTSCHE  
BANK AG, DEUTSCHE BANK SECURITIES, INC., DB  
GROUP SERVICES (UK) LIMITED, THE  
NORINCHUKIN BANK, ROYAL BANK OF CANADA,  
RBC CAPITAL MARKETS LLC, THE BANK OF  
TOKYOMITSUBISHI UFJ, LTD., COOPERATIVE  
CENTRAL RAIFFEISEN-BOERENLEENBANK B.A.,  
SOCIÉTÉ GÉNÉRALE S.A., CITIGROUP, INC.,  
CITIBANK N.A., CITIGROUP GLOBAL MARKETS,  
INC., MERRILL LYNCH INTERNATIONAL, ICAP PLC,  
ICAP EUROPE LIMITED, TRADITION (UK) LIMITED,  
TULLETT PREBON PLC, and JOHN DOES 4-25,

Defendants.

No. 11-md-2262 (NRB)

No. 11-cv-2613

**STIPULATION AND**  
**AGREEMENT OF**  
**SETTLEMENT**

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**STIPULATION AND AGREEMENT OF SETTLEMENT**

THIS STIPULATION AND AGREEMENT OF SETTLEMENT (the “**Settlement Agreement**” or “**Agreement**”) is made and entered into as of the Execution Date. This Settlement Agreement is entered into by and between each and every Exchange-Based Plaintiff (as defined in Section 1(N)) and the Settlement Class (as defined in Section 1(F) and Section 2), by and through Exchange-Based Plaintiffs’ Counsel (as defined in Section 1(O)), and JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”), by and through their undersigned counsel of record in this Action (as defined in Section 1(A)), and Bank of America Corporation and Bank of America, N.A. (collectively, “BOA,” and together with JPMorgan, the “Settling Defendants”), by and through their undersigned counsel of record in this Action.

WHEREAS, Exchange-Based Plaintiffs have filed a civil class action and have alleged, among other things, that Defendants (as defined in Section 1(J)), including JPMorgan and BOA, (i) violated Sections 9(a) and 22(a) of the Commodity Exchange Act, 7 U.S.C. §§ 13(a) and 25(a), by manipulating and aiding and abetting in manipulation of U.S. Dollar LIBOR (as defined in Section 1(Z)) and Eurodollar futures prices, (ii) incurred vicarious liability under Section 2(a)(1) of the Commodity Exchange Act, 7 U.S.C. § 2(a)(1), by manipulative acts of employees, (iii) violated Section 1 of the Sherman Act, 15 U.S.C. § 1, by conspiring to manipulate U.S. Dollar LIBOR; and (iv) were unjustly enriched as a result of their allegedly manipulative acts in connection with U.S. Dollar LIBOR;

WHEREAS, Exchange-Based Plaintiffs further contend that they and the Settlement Class suffered monetary damages as a result of JPMorgan’s and BOA’s and other Defendants’ conduct;

WHEREAS, Exchange-Based Plaintiffs, for themselves and on behalf of each Class Member, and JPMorgan and BOA agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission or evidence of: (i) any violation of any statute or law, (ii) any liability or wrongdoing by either JPMorgan or BOA, or (iii) the truth of any of the claims or allegations alleged in the Action;

WHEREAS, JPMorgan and BOA deny the material allegations in Exchange-Based Plaintiffs' pleadings and maintain that they have meritorious defenses to the claims of liability and damages made by Exchange-Based Plaintiffs;

WHEREAS, after arm's length settlement negotiations between Exchange-Based Plaintiffs, Exchange-Based Plaintiffs' Counsel, JPMorgan, and BOA, this Settlement Agreement has been reached, subject to the preliminary and final approval of the Court;

WHEREAS, JPMorgan and BOA agree to cooperate with Exchange-Based Plaintiffs and Exchange-Based Plaintiffs' Counsel as set forth in this Agreement;

WHEREAS, Exchange-Based Plaintiffs' Counsel has determined that (i) it is in the best interests of the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties of complex litigation and to assure a benefit to the Settlement Class, and (ii) the Settlement Agreement set forth herein is fair, reasonable, and adequate, and in the best interests of the Class Members; and

WHEREAS, JPMorgan and BOA, despite believing that (i) they did not engage in any wrongdoing, including, without limitation, by being party to any anticompetitive agreement or other manipulative or misleading actions or omissions, or by conspiring, aiding and abetting, or furthering any anticompetitive, manipulative, or misleading activities of others; (ii) they are not liable for the claims asserted against them in the Action; and (iii) they have good and meritorious

defenses thereto, have nevertheless agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, thereby putting this controversy to rest and avoiding the risks and difficulties inherent in complex litigation;

NOW, THEREFORE, Exchange-Based Plaintiffs, on behalf of themselves and the Settlement Class, by and through Exchange-Based Plaintiffs' Counsel, and JPMorgan, by and through its undersigned counsel, and BOA, by and through its undersigned counsel, agree that the Action and Released Claims (as defined in Section 1(HH)) be fully and finally settled, compromised, and dismissed on the merits and with prejudice as to JPMorgan and BOA and without costs as to Exchange-Based Plaintiffs, the Settlement Class, JPMorgan, or BOA, subject to the approval of the Court, on the following terms and conditions:

**1. Terms Used in This Agreement**

The words and terms used in this Settlement Agreement that are expressly defined below shall have the meaning ascribed to them in this Section 1.

(A) **“Action”** means *Metzler Investment GmbH, et al. v. Credit Suisse Group AG, et al.*, No. 11-cv-2613 (NRB), which is currently pending in the Multi-District Litigation (as defined below) in the United States District Court for the Southern District of New York.

(B) **“Agreement”** or **“Settlement Agreement”** means this Stipulation and Agreement of Settlement, together with any exhibits attached hereto, which are incorporated herein by reference.

(C) **“Any”** means each and every.

(D) **“Authorized Claimant”** means any Class Member who, in accordance with the terms of this Agreement, is entitled to a distribution from the Net Settlement Fund pursuant to any Distribution Plan or order of the Court.

(E) **“Bank of America”** or **“BOA”** means Bank of America Corporation and Bank of America, N.A., collectively.

(F) **“Class”** or **“Settlement Class”** shall have the meaning set forth in Section 2.

(G) **“Class Member”** or **“Settlement Class Member”** means a Person (as defined below) who is a member of the Class and has not timely and validly excluded itself from the Class in accordance with the procedure to be established by the Court.

(H) **“Class Notice”** means the form of notice of the proposed Settlement to be distributed to the Settlement Class as provided in this Agreement and the Preliminary Approval Order (as defined below).

(I) **“Court”** means the United States District Court for the Southern District of New York.

(J) **“Defendants”** means the defendants currently named in the Action, Persons (as defined below) formerly named as defendants that have settled the Action, been dismissed from the Action, or are otherwise not currently named in the Action, and any Persons that may be added to the Action in the future as defendants through amended or supplemental pleadings.

(K) **“Distribution Plan”** means any plan or formula of allocation of the Net Settlement Fund (as defined below), to be approved by the Court, upon notice to

the Class as may be required, whereby the Net Settlement Fund shall in the future be distributed to Authorized Claimants.

**(L) “Effective Date”** means the date when this Settlement Agreement becomes Final (as defined below) as set forth in Section 18 of this Settlement Agreement.

**(M) “Escrow Agent”** means any person or entity designated by Exchange-Based Plaintiffs’ Counsel, consented to by JPMorgan and BOA, and approved by the Court to act as escrow agent for the Settlement Fund, including any successor agent so designated and approved.

**(N) “Exchange-Based Plaintiffs”** means Metzler Asset Management GmbH (f/k/a Metzler Investment GmbH), FTC Futures Fund SICAV, FTC Futures Fund PCC Ltd., Atlantic Trading USA, LLC, 303030 Trading LLC, Gary Francis, and Nathaniel Haynes, and any other Person named as a plaintiff in the Action who was not subsequently withdrawn as a named plaintiff, and any named plaintiff who may be added to the Action through amended or supplemental pleadings. In the event that one or more Exchange-Based Plaintiff(s) fails to secure Court approval to act as an Exchange-Based Plaintiff, the validity of this Settlement Agreement as to the remaining Exchange-Based Plaintiffs, the Settlement Class, and Exchange-Based Plaintiffs’ Counsel shall be unaffected.

**(O) “Exchange-Based Plaintiffs’ Counsel”** means (i) the law firms of Lovell Stewart Halebian Jacobson LLP and Kirby McInerney LLP and (ii) any other attorney or law firm that represents any of the Exchange-Based Plaintiffs and seeks to receive any portion of the attorneys’ fees that may be awarded by the Court in connection with this Settlement.

(P) **“Execution Date”** means the date on which this Agreement is executed by the last Party to do so.

(Q) **“Fairness Hearing”** means a hearing scheduled by the Court, following the issuance of the Preliminary Approval Order, to consider the fairness, adequacy, and reasonableness of the proposed Settlement, and to determine whether the Settlement shall receive final approval pursuant to Fed. R. Civ. P. 23.

(R) **“Fee and Expense Application”** means any application for approval by the Court of fees, expenses, or costs.

(S) **“Final”** means, with respect to any court order, including, without limitation, the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. An order becomes “Final” when: (i) no appeal or petition for a writ of certiorari has been filed and the prescribed time for commencing any appeal or filing a petition for a writ of certiorari has expired; or (ii) an appeal or petition for a writ of certiorari has been filed and either (a) the appeal or petition for a writ of certiorari has been dismissed and the prescribed time, if any, for commencing any further appeal or filing any further petition for a writ of certiorari has expired, or (b) the order has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal or filing any further petition for a writ of certiorari has expired. Any appeal or other proceeding pertaining solely to any order adopting or approving the Distribution Plan, and/or any order issued in respect of a Fee and Expense Application pursuant to Sections 5 and 6 below, shall not in any way delay or prevent the Judgment from becoming Final.

(U) **“Final Approval Order”** means an order from the Court approving the Settlement following (i) preliminary approval of the Settlement, (ii) the issuance of the Class Notice pursuant to the Preliminary Approval Order, and (iii) the Fairness Hearing, even if such order has not yet become Final as provided in Section 1(S) above, the form of which shall be mutually agreed upon by the Parties and submitted to the Court substantially in the form attached hereto as Exhibit B.

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

(W) **“JPMorgan”** means JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., collectively.

(X) **“Judgment”** means the order of judgment and dismissal of the Action with prejudice as to JPMorgan and BOA, the form of which shall be mutually agreed upon by the Parties and submitted to the Court for approval substantially in the form attached hereto as Exhibit C.

(Y) **“Lead Counsel”** means Kirby McInerney LLP and Lovell Stewart Halebian Jacobson LLP.

(Z) **“LIBOR”** or **“U.S. Dollar LIBOR”** means the London Interbank Offered Rate for the U.S. Dollar.

(AA) **“Multi-District Litigation”** means *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 11-MD-2262 (NRB), currently pending in the United States District Court for the Southern District of New York.

**(BB) “Net Settlement Fund”** means the Settlement Fund less Court-approved disbursements, including: (i) notice, claims administration, and escrow costs; (ii) any attorneys’ fees and/or expenses awarded by the Court, subject to the provisions of Sections 5(E) below; and (iii) all other expenses, costs, Taxes, Tax Expenses, and other charges approved by the Court.

**(CC) “Other Settlement”** means any settlement agreement or binding term sheet between Exchange-Based Plaintiffs and any other Defendant involving this Action that has been entered before, or that Lead Counsel believes, in good faith, will be submitted to the Court at the same time as, or up to 30 days after, the Settlement Agreement is submitted to the Court for final notice and approval purposes.

**(DD) “Parties”** means JPMorgan, BOA, and Exchange-Based Plaintiffs collectively, and **“Party”** applies to each individually.

**(EE) “Person(s)”** means any natural person, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint-stock company, estate, legal representative, trust, unincorporated association, proprietorship, municipality, state, or state agency; any entity that is a creature of any state; any government, governmental or quasi-governmental body or political subdivision, authority, office, bureau, agency or instrumentality of the government; any business or legal entity; any other entity or organization; and any spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.

**(FF) “Preliminary Approval Order”** means an order by the Court, the form of which shall be mutually agreed upon by the Parties and submitted to the Court

substantially in the form attached hereto as Exhibit A, issued in response to the Motion for Preliminary Approval in Section 13 providing for, *inter alia*, preliminary approval of the Settlement, including certification of the Settlement Class for purposes of the Settlement only, and for a stay of all proceedings in the Action against JPMorgan and BOA until the Court renders a final decision on approval of the Settlement.

**(GG) “Proof of Claim and Release”** means the form to be sent to Class Members, upon further order(s) of the Court, by which any Class Member may make a claim against the Net Settlement Fund.

**(HH) “Released Claims”** means any and all manner of claims (including Unknown Claims as defined in Section 1(PP) below), debts, demands, rights, interests, actions, suits, causes of action, cross-claims, counter-claims, charges, judgments, obligations, setoffs, liabilities, or any obligations of any kind whatsoever (however denominated), whether class, individual or otherwise in nature, fees, costs, penalties, damages whenever incurred, and liabilities of any nature whatsoever (including, without limitation, direct or indirect claims or demands for rescission, damages, interest, attorneys’ fees, and any other costs, expenses or liabilities whatsoever, including joint and several), whether based on federal, state, local, statutory or common law, in equity, or on any other law, rule, regulation, ordinance, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, which Releasers or any of them, whether directly, representatively, derivatively, or in any other capacity, now or ever had against Releasees, arising from or relating in any way to any conduct alleged in the Action or that could have been alleged in the Action against

the Releasees by any of the Exchange-Based Plaintiffs, any Class Members, or Releasers, including, but not limited to, any purported suppression or other manipulation of U.S. Dollar LIBOR (“LIBOR”) under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, or any purported conspiracy or collusion between either or both of the Settling Defendants and any other person or entity (including, but not limited to, all claims under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1; California’s Cartwright Act, Cal. Bus. & Prof. Code §§16720, *et seq.*; New York’s Donnelly Act, N.Y. Gen. Bus. Law §§ 340, *et seq.*). The release shall incorporate a waiver by Releasers of any limitation on the scope of the release that would otherwise exist under California Civil Law § 1542 as provided in Section 12(B) below.

(II) “**Releasees**” means JPMorgan and BOA and their respective current and former predecessors, successors and assigns, their respective current and former direct and indirect parents, subsidiaries, associates, and affiliates, and the respective current and former officers, directors, employees, managers, members, partners, agents (in their respective capacities as agents of JPMorgan or BOA), shareholders (in their respective capacities as shareholders of JPMorgan or BOA), attorneys, trustees, and legal or other representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing in their respective capacity as such.

(JJ) “**Releasers**” means Exchange-Based Plaintiffs and each and every Class Member on their own behalf and on behalf of their respective predecessors, successors, beneficiaries, and assigns, direct and indirect parents, subsidiaries, divisions, and affiliates, their current and former officers, directors, employees, agents,

stockholders, trustees, fiduciaries, and legal or other representatives, and the predecessors, successors, heirs, executors, administrators, beneficiaries, and assigns of each of the foregoing, whether or not they object to the Settlement and whether or not they make a claim for payment from the settlement fund to be established with respect to this Settlement. With respect to any Class Member that is a government entity, Releasor includes any Class Member as to which the government entity has the legal right to release such claims. For the avoidance of doubt, “Releasors” includes all Persons entitled to bring claims on behalf of a Settlement Class Member relating to their transactions in Eurodollar futures and/or options on Eurodollar futures, including without limitation transactions on the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011.

**(KK) “Settlement”** means the Settlement Agreement and the settlement, including the release of the Released Claims, set forth herein.

**(JJ) “Settlement Administrator”** means any Person that the Court approves to perform the tasks necessary to provide notice of the Settlement Agreement to the Class and to otherwise administer the Settlement Fund, as described further herein.

**(LL) “Settlement Amount”** means thirty million U.S. dollars (\$30,000,000).

**(MM) “Settlement Fund”** means the Settlement Amount plus any interest that may accrue.

**(NN) “Tax Expenses”** means expenses and costs incurred in connection with the operation and implementation of Section 11 below, including, without limitation,

expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section 11.

**(OO) “Taxes”** means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon JPMorgan or BOA or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes.

**(PP) “Unknown Claims”** means any claims that Exchange-Based Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Releasees including those which, if known by him, her, or it, would or might have affected his, her, or its settlement with and release of the Releasees, or would or might have affected his, her, or its decisions with respect to this Settlement. Exchange-Based Plaintiffs or any Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Exchange-Based Plaintiffs upon the Effective Date 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 shall have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is

negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of any different or additional facts.

**2. Settlement Class**

(A) Exchange-Based Plaintiffs will file an application pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, seeking the certification of the following Settlement Class: All persons, corporations and other legal entities that transacted in Eurodollar futures and/or options on Eurodollar futures, including without limitation transactions on the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011; provided that, if Exchange-Based Plaintiffs expand the class period in any subsequent amended complaint, motion or settlement, the class period in the Settlement Class definition in this Agreement shall be expanded so as to include such expansion. Excluded from the Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and alleged co-conspirators; (ii) the Releasees (as defined in Section 1(II)); (iii) any Class Member who files a timely and valid request for exclusion; and (iv) any Persons dismissed from this Action with prejudice. Solely for purposes of the Settlement, the parties agree that Investment Vehicles are not excluded from the Settlement Class solely on the basis of being deemed to be Defendants or affiliates or subsidiaries of Defendants. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class.

(B) Unless the Settlement is terminated, JPMorgan and BOA shall take no position with respect to any motion for class certification that Exchange-Based Plaintiffs

anticipate filing and/or file in connection solely with their claims against other Defendants. Nothing in this Agreement nor any acts performed pursuant to, or in furtherance of, this Agreement, including but not limited to the preceding sentence or Section 8(B) of this Agreement, shall preclude JPMorgan or BOA from opposing motions, including but not limited to motions for class certification, by other class or non-class plaintiffs, or from taking any positions in other class or non-class actions (including, but not limited to, any motions or positions that may also affect, or apply to, Exchange-Based Plaintiffs or the Class), regardless of whether such actions are currently pending, may be reinstated (including, without limitation, as the result of an appeal), or may be filed in the future.

**3. Settlement Payment**

(A) JPMorgan shall be responsible for exactly \$15 million of the Settlement Amount. BOA shall be responsible for exactly \$15 million of the Settlement Amount. Neither JPMorgan nor BOA shall have any obligation with respect to any portion of the Settlement Amount that is the responsibility of the other Settling Defendant.

(B) JPMorgan and BOA shall each pay by wire transfer 20% of the portion of the Settlement Amount for which each is responsible (specifically, \$3 million each) to the Escrow Agent within ten (10) business days after (i) the Preliminary Approval Order is entered; and (ii) receipt by JPMorgan's counsel and by BOA's counsel from Lead Counsel of full and complete wiring instructions and other information necessary for such payment, and an executed Form W-9. JPMorgan and BOA shall each pay the remainder of the portion of the Settlement Amount for which each is responsible within ten (10) business days after entry of the Final Approval Order. JPMorgan and BOA shall have the right to consent to the Escrow Agent chosen by Lead Counsel, which consent shall not be unreasonably withheld. The Escrow Agent shall

invest any funds in excess of \$250,000 in short-term United States Treasury Securities (or a mutual fund invested solely in such instruments), or in a fully United States Government-insured account, and shall collect and reinvest all interest accrued thereon. Any funds held in escrow up to \$250,000 may be held in a bank account insured to the extent possible by the FDIC. All interest earned by any portion of the Settlement Amount paid into the Settlement Fund shall be added to and become part of the Settlement Fund. Except as provided in Section 22 below, the Settlement Amount shall not be subject to reduction, and upon the occurrence of the Effective Date, no funds may be returned to JPMorgan or BOA through reversion or other means. The Escrow Agent shall act only in accordance with instructions mutually agreed upon by the Parties in writing, including this Settlement Agreement.

(C) All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as either (i) such funds have been distributed pursuant to this Settlement Agreement and the Distribution Plan approved by the Court; or (ii) in the event that the Effective Date does not occur or this Settlement Agreement should terminate or be cancelled, or otherwise fail to become effective for any reason, the Settlement Fund and any applicable interest and tax refunds have been repaid by the Escrow Agent to JPMorgan and BOA, as provided in Section 22 of this Settlement Agreement.

(D) Under no circumstances will either JPMorgan or BOA be required to pay more than the portion of the Settlement Amount for which each is responsible per Section 3(A) above. For purposes of clarification, and as provided in Section 8 below, the payment of any fee and expense award, costs of Class Notice and administration, Taxes and Tax Expenses, Escrow Agent costs, and any other costs associated with the implementation of this Agreement (except

as provided in Section 14(B) below), shall be paid exclusively from the Settlement Fund. This Settlement is not a claims-made settlement. If all conditions of the Settlement are satisfied, and the Judgment is entered and becomes Final, no portion of the Settlement Fund will be returned to JPMorgan or BOA, irrespective of the number of Claims filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants. If any portion of the Net Settlement Fund remains after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), or reasonably soon thereafter, the Settlement Administrator shall, if logistically feasible and economically justifiable, reallocate such balances among Authorized Claimants in an equitable fashion pursuant to Section 8. These redistributions shall be repeated until the remaining balance in the Net Settlement Fund is *de minimis* and such remaining balance is not cost effective or efficient to redistribute to the Settlement Class, then such remaining balance of funds, after payment of any further costs of Class Notice and administration and Taxes and Tax Expenses and other costs and expenses related to the Action, shall be donated to an appropriate §501(c)(3) non-profit charitable organization selected by Exchange-Based Plaintiffs' Counsel and approved by the Court.

**4. Cooperation**

(A) JPMorgan and BOA will provide Exchange-Based Plaintiffs and Class Members the cooperation set forth in Section 4(E) ("Cooperation Materials"). Any dispute concerning whether JPMorgan or BOA has performed its respective obligations to provide Exchange-Based Plaintiffs with such Cooperation Materials shall be decided in accordance with the procedures set forth in Section 36 below, whether or not this Settlement Agreement has been filed with, preliminarily approved by, or finally approved by the Court.

(B) All cooperation shall be coordinated in such a manner so that all unnecessary or unreasonable duplication and expense is avoided.

(C) Notwithstanding any other provision in this Agreement, under no circumstances shall JPMorgan or BOA be obligated to provide to Exchange-Based Plaintiffs as Cooperation Materials information or documents that are subject to or are reasonably believed to be privileged under the attorney-client privilege, work-product doctrine, joint-defense privilege, common-interest doctrine, or bank examination privilege, and/or other applicable privilege or immunity from disclosure, nor shall the Settling Defendants be obligated to provide to Exchange-Based Plaintiffs information or documents that JPMorgan or BOA reasonably believe are prohibited from disclosure under applicable domestic or foreign data privacy, bank secrecy, state secrets, or other laws, regulations, policies, and/or rules of any regulatory agency or governmental body. None of the cooperation provisions set forth herein are intended to, nor do they, waive any such privileges or immunities. The Settling Defendants agree that their respective counsel will confer with Lead Counsel as is reasonably necessary to discuss any applicable privilege. Any disputes regarding the applicability of a privilege, protection, restriction, or disclosure prohibition that cannot be resolved amongst the Parties shall be reserved for resolution pursuant to the procedures set forth in Section 36 below. If any document protected by the attorney-client privilege, work-product doctrine, the common interest doctrine, the joint-defense privilege, the bank examination privilege, and/or any other applicable privilege, protection, restriction or disclosure prohibition is accidentally or inadvertently produced, Exchange-Based Plaintiffs shall, upon notice from JPMorgan or BOA to Lead Counsel, promptly cease reviewing the document and shall return the document and all copies of it to the notifying counsel within five (5) business days. Exchange-Based Plaintiffs and their

counsel shall also delete or destroy the portions of any other documents or work product that refer to or summarize the document. The document shall not be used or referred to in any way by Exchange-Based Plaintiffs or their counsel, and its production shall in no way be construed to have waived or forfeited any privilege, protection, restriction, or disclosure prohibition attached to such document or information.

(D) Exchange-Based Plaintiffs' Counsel agree to use any and all Cooperation Materials obtained from JPMorgan or BOA only for the purpose of *Metzler Investment GmbH, et al. v. Credit Suisse Group AG, et al.*, No. 11-cv-2613 (NRB) (S.D.N.Y.), and agree to be bound in such Action by the terms of the Amended Stipulation and Protective Order entered by the Court in the Action on May 12, 2016 (Dkt. No. 1405) (the "Protective Order"), and any subsequent protective orders in place in the Action with respect to the Cooperation Materials. JPMorgan's and BOA's obligation to provide the Cooperation Materials shall apply only to those Releasers who act with, by, or through Lead Counsel pursuant to this Agreement. For the avoidance of doubt, Exchange-Based Plaintiffs and Exchange-Based Plaintiffs' Counsel expressly agree that the documents, materials and/or information provided by JPMorgan and BOA may be used directly or indirectly by Lead Counsel solely in connection with the prosecution of *Metzler Investment GmbH, et al. v. Credit Suisse Group AG, et al.*, No. 11-cv-2613 (NRB) (S.D.N.Y.) against the non-settling Defendants, but not for the institution or prosecution of any other action or proceeding against any Releasee or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States. The foregoing restriction shall not apply to any information or documents that is or becomes publicly available.

(E) Subject to the terms of this Settlement Agreement (including, without limitation, Sections 4(A), (B), (C), and (D)), and in settlement and release of all claims of the Settling Class Members as set forth in this Settlement Agreement, each Settling Defendant will satisfy its cooperation obligation to Exchange-Based Plaintiffs (and continue to satisfy its cooperation obligations, if any remain, after the Settlement Agreement is Final) by producing to Lead Counsel, to the extent not prohibited by law, regulation, policy, and/or rule of any regulatory agency or governmental body, and to the extent that the information is reasonably available to it and production can be made without undue burden or expense, in electronic format, or other such form as may be reasonably requested by Lead Counsel and/or the claims administrator, the names and addresses of all clients of the Settling Defendants, who, between January 1, 2003 and May 31, 2011, entered into Eurodollar futures and options transactions on the Chicago Mercantile Exchange (“CME”) for which JPMorgan or BOA, respectively, served as a clearing broker, and who can be reasonably identified based on client records that such Settling Defendant has in its possession, custody, or control. Any information provided pursuant to this provision shall be covered by the Protective Order and any subsequent protective orders in place in the Action. Moreover, any information provided pursuant to this provision shall be used solely for purposes of providing notice and administering and verifying claims with regard to the Settlement, and any distribution of such information shall be limited to what is necessary for those purposes. Class Notice may be mailed by or on behalf of the Exchange-Based Plaintiffs to those persons or entities that are identified by JPMorgan or BOA. Exchange-Based Plaintiffs agree that JPMorgan or BOA may each, at their sole discretion, opt to provide, or have its third-party agent provide, the Class Notice in accordance with Section 14(B) below. Notice to other Class Members shall be by publication, if approved by the Court.

(F) Unless ordered by a court, under no circumstances shall Exchange-Based Plaintiffs' Counsel produce documents or information obtained from the Settling Defendants as Cooperation Materials to any other person, including, without limitation, any Class Member that excludes itself from the class or its counsel, or counsel for any other plaintiff or class in the Multi-District Litigation or otherwise.

(G) The Settling Defendants' obligation to cooperate as set forth in Section 4(E) is continuing until and shall terminate upon the earlier of: (A) the date when final judgment has been rendered, and there are no remaining rights of appeal in the Action against all Defendants; or (B) two (2) years after the Court enters the Preliminary Approval Order.

(H) Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Releasees may file this Agreement and/or the Judgment in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, judgment reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The limitations described in this Section 4(H) apply whether or not the Court enters the Preliminary Approval Order, the Final Approval Order, or the Judgment.

**5. Payment of Attorneys' Fees and Reimbursement of Expenses**

(A) Subject to Court approval, Exchange-Based Plaintiffs and Exchange-Based Plaintiffs' Counsel shall be reimbursed and paid solely out of the Settlement Fund for all fees and expenses including, but not limited to, attorneys' fees, and past, current, or future litigation expenses incurred in the Action. JPMorgan and BOA shall have no interest or right in

or to any portion of the Settlement Fund based on any ruling that the Court makes on any application by Exchange-Based Plaintiffs' Counsel for fees, costs, or expenses. Further, the Releasees, individually or collectively, shall have no responsibility for, and no liability with respect to, any costs, fees, or expenses incurred for or by Exchange-Based Plaintiffs' or Class Members' respective attorneys, experts, advisors, agents, or representatives. Nothing in this provision shall expedite the date(s) for JPMorgan and BOA payments as set forth in Section 3.

(B) Exchange-Based Plaintiffs' Counsel may apply to the Court for an award from the Settlement Fund of attorneys' fees. Exchange-Based Plaintiffs' Counsel also may apply to the Court for reimbursement from the Settlement Fund of Exchange-Based Plaintiffs' Counsel's litigation expenses. Exchange-Based Plaintiffs' Counsel may also seek service awards for Class Plaintiffs in conjunction with their representation of the Class. JPMorgan and BOA shall take no position with respect to Exchange-Based Plaintiffs' Counsel's motion for attorneys' fees and expenses or motion for service awards for Class Plaintiffs. The Releasees shall have no responsibility for, and no liability with respect to, the attorneys' fees, litigation expenses, or other costs or fees that the Court may award in the Action.

(C) The procedures for, and the allowance or disallowance by the Court of, any Fee and Expense Application are not part of the Settlement set forth in this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement. Any order or proceeding relating to any Fee and Expense Application, or any appeal from any fee and expense award or any other order relating thereto or the reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Judgment and the Settlement of the Action as set forth herein. No order of the Court or modification or reversal on

appeal of any order of the Court concerning any Fee and Expense Application or the Distribution Plan shall constitute grounds for termination of this Agreement.

(D) At least thirty-five (35) calendar days prior to the Fairness Hearing, Exchange-Based Plaintiffs' Counsel and Exchange-Based Plaintiffs shall file any Fee and Expense Application.

(E) Attorneys' fees and expenses awarded by the Court shall be payable from the escrow account on or after ten (10) business days after the Court enters the Final Approval Order awarding such fees and expenses (or, if the Court makes an award of such fees and expenses in a separate order, on or after ten (10) business days of the later of such order or after the Court enters the Final Approval Order) in an amount of up to 30% of the approved fee and expenses amount, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. The remainder may be withdrawn from the Settlement Fund only upon occurrence of the Effective Date. If an event occurs that will cause the Settlement Agreement not to become final (and the Effective Date not to occur) pursuant to Section 18 or 20 or if Exchange-Based Plaintiffs or JPMorgan or BOA terminates the Settlement Agreement pursuant to Section 21, then within ten (10) business days after receiving written notice of such an event from counsel for JPMorgan or BOA or from a court of appropriate jurisdiction, Exchange-Based Plaintiffs' Counsel shall refund to the Settlement Fund any attorneys' fees, costs and expenses (not including any non-refundable expenses as described in Section 9(B)) that were withdrawn plus interest thereon at the same rate at which interest is accruing for the Settlement Fund.

**6. Application for Approval of Fees, Expenses, and Costs of Settlement Fund Administration**

Exchange-Based Plaintiffs' Counsel may apply, at the time of any application for distribution to Authorized Claimants, for an award from the Settlement Fund of attorneys' fees for services performed and reimbursement of expenses incurred in connection with the administration of the Settlement Agreement after the date of the Fairness Hearing. Exchange-Based Plaintiffs' Counsel reserves the right to make additional applications for payment from the Settlement Fund for attorneys' fees for services performed and reimbursement of expenses incurred. Any such applications are subject to Court approval.

**7. No Liability for Fees and Expenses of Exchange-Based Plaintiffs' Counsel**

The Releasees, individually or collectively, shall have no responsibility for and no liability whatsoever with respect to, any payment(s) to Exchange-Based Plaintiffs' Counsel for attorneys' fees, costs, and expenses, and/or to any other Person who may assert some claim thereto, or any fee and expense award the Court may make in the Action.

**8. Distribution of and/or Disbursements from Settlement Fund**

(A) The Settlement Administrator, subject to such supervision and direction by the Court and/or Exchange-Based Plaintiffs' Counsel as may be necessary or as circumstances may require, shall administer the Proof of Claim and Release forms submitted by the Settlement Class Members and shall oversee the distribution of the Net Settlement Fund pursuant to the Distribution Plan. Subject to the terms of this Agreement and any order(s) of the Court, upon the Effective Date (or earlier if provided in Section 5 or Section 9), the Settlement Fund shall be applied as follows:

(i) to pay costs and expenses reasonably and actually incurred in connection with the distribution of the Class Notice and administration of the

Settlement Agreement as provided in this Section and Section 6, including all costs and expenses reasonably and actually incurred in locating members of the Class, soliciting Class Members' claims, assisting Class Members with the filing and processing of claims against the Net Settlement Fund at any time after JPMorgan and BOA make the payments described in Section 3, and distributing the Net Settlement Fund to Authorized Claimants;

(ii) to pay Escrow Agent costs;

(iii) to pay Taxes assessed on the Settlement Fund and all Tax Expenses;

(iv) to pay any attorneys' fees, costs, and expenses approved by the Court upon submission of a Fee and Expense Application, as provided in Section 5; and

(v) to pay the Net Settlement Fund to Authorized Claimants as allowed by the Settlement Agreement, the Distribution Plan, or order of the Court.

(B) The Releasees and their counsel shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Settlement Fund, the Distribution Plan, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, the distribution of the Net Settlement Fund, or any losses incurred in connection with any such matters. Effective immediately upon the Execution Date, the Releasors hereby fully, finally, and forever release, relinquish, and discharge the Releasees and their counsel from any and all such liability. No Person shall have any claim against Exchange-Based Plaintiffs' Counsel or the Settlement Administrator based on distributions made

substantially in accordance with the Agreement and the Settlement contained herein, the Distribution Plan, or further orders of the Court.

(C) The Distribution Plan shall be based upon Lead Counsel's assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the Settlement Class Members. Lead Counsel will be responsible for developing a Distribution Plan to be approved by the Court. Lead Counsel shall provide the Distribution Plan to counsel for JPMorgan and counsel for BOA at least five (5) business days before it is submitted to the Court. JPMorgan and BOA shall take no position with respect to the proposed Distribution Plan.

**9. Disbursements Prior to Effective Date**

(A) No distribution to any Settlement Class Member may be made from the Settlement Fund until the Effective Date. Except as provided in Subsection (B) herein or by Court order, no distribution or disbursement of fees, costs, and expenses of any kind may be made from the Settlement Fund until the Effective Date. As of the Effective Date, all fees, costs, and expenses as approved by the Court may be paid out of the Settlement Fund.

(B) Upon written notice to the Escrow Agent by Exchange-Based Plaintiffs' Counsel with a copy to JPMorgan and BOA, the following may be disbursed prior to the Effective Date: (i) reasonable costs of Class Notice and administration may be paid from the Settlement Fund as they become due (up to a maximum of \$500,000); (ii) reasonable costs of the Escrow Agent may be paid from the Settlement Fund as they become due; (iii) Taxes and Tax Expenses may be paid from the Settlement Fund as they become due, as set forth in Section 11 below; and (iv) Exchange-Based Plaintiffs' Counsel's attorneys' fees and costs and expenses as approved by the Court and as set forth in Section 5(E), above. In the event the Settlement

Agreement does not become final, JPMorgan and BOA shall be entitled to the return of all such funds (including as set forth in Section 5(E) above), except for reasonable costs of Class Notice and Administration that have been actually disbursed prior to the date the Settlement Agreement was terminated and any Taxes paid in respect of accrued interest or other income earned on the funds in the escrow account.

(C) Exchange-Based Plaintiffs' Counsel shall attempt in good faith to minimize the costs of the Escrow Agent, Class Notice, and administration.

**10. Distribution of Net Settlement Fund to Authorized Claimants**

Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Distribution Plan, and any order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following:

(i) Each Class Member who claims to be an Authorized Claimant shall be required to submit to the Settlement Administrator a verified completed Proof of Claim and Release supported by such documents as specified in the Proof of Claim and Release and as are reasonably available to such Class Member;

(ii) Except as otherwise ordered by the Court, each Class Member who fails to submit a Proof of Claim and Release within such period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Agreement and the Settlement set forth herein, but shall in all other respects be subject to and bound by the provisions of this Agreement, the releases contained in this Agreement, and the Final Judgment, and will be

barred from bringing any action or proceeding against the Releasees concerning any Released Claims;

(iii) The Net Settlement Fund shall be distributed to Authorized Claimants and, except as provided in Sections 5(E), 9(B) or 21, there shall be no reversion to JPMorgan or BOA. The distribution to Authorized Claimants shall be in accordance with the Distribution Plan as approved by the Court upon such notice to the Class as may be required. Any such Distribution Plan is not a part of this Agreement. No funds from the Net Settlement Fund shall be distributed to Authorized Claimants until the later of (i) the Effective Date or (ii) the date by which the Distribution Plan has received final approval and the time for any further appeals with respect to the Distribution Plan has expired. Should there be any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Exchange-Based Plaintiffs' Counsel shall submit an additional distribution plan to the Court for its approval, unless the Distribution Plan already provides for the distribution of such balance remaining;

(iv) Each Class Member shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Judgment, regardless of whether such Class Member seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release or any similar document, any distribution from the Net Settlement Fund; and

(v) Each Person that submits a Proof of Claim and Release (a "Claimant") shall be deemed to have submitted to the jurisdiction of the Court with respect to that Claimant's claim, and the claim will be subject to

investigation and discovery pursuant to the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed to be directed against Releasors or Releasees, and no discovery shall be allowed on the merits of the Action or Settlement in connection with the processing of the Proofs of Claim and Release.

**11. Administration/Maintenance of Settlement Fund**

(A) The Settlement Fund shall be maintained by Exchange-Based Plaintiffs' Counsel under supervision of the Court and shall be distributed solely at such times, in such manner and to such Persons as shall be directed by subsequent orders of the Court consistent with the terms of this Settlement Agreement, or as set forth in Sections 5(E), 8, and 9 of this Agreement. The Parties and the Escrow Agent intend that the Settlement Fund be treated at all times as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B. Exchange-Based Plaintiffs' Counsel shall ensure that the Settlement Fund at all times complies with Treasury Regulation § 1.468B in order to maintain its treatment as a qualified settlement fund. To this end, Exchange-Based Plaintiffs' Counsel shall ensure that the Settlement Fund is approved by the Court as a qualified settlement fund and that any Escrow Agent, Settlement Administrator, or other administrator of the Settlement Fund complies with all requirements of Treasury Regulation § 1.468B-1. Any failure to ensure that the Settlement Fund complies with Treasury Regulation § 1.468B-1, and the consequences thereof, shall be the sole responsibility of Exchange-Based Plaintiffs' Counsel. The Escrow Agent shall timely make such elections as are necessary or advisable to carry out the provisions of this Section 11(A), including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such

elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver timely and properly the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(B) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B–1 by, *e.g.*, (i) obtaining a taxpayer identification number, (ii) satisfying any information reporting or withholding requirements imposed on distributions from the Settlement Fund, and (iii) timely and properly filing applicable federal, state, and local tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B–2(k)) and paying any Taxes reported thereon. Such returns (as well as the election described in this Section 11(A)) shall be consistent with this Section 11(A) and in all events shall reflect that all Taxes, as defined in Section 11(C) below, on the income earned by the Settlement Fund shall be paid from the Settlement Fund as provided in Section 8 above.

(C) All Taxes and Tax Expenses shall be paid from the Settlement Fund; in all events, Releasees and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. With funds from the Settlement Fund, the Escrow Agent shall indemnify and hold harmless Releasees and their counsel for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Escrow Agent out of the Settlement Fund without prior

order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(I)(2)); neither Releasees nor their counsel is responsible therefor, nor shall they have any liability therefor. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 11.

(D) Neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with regard to: (i) any act, omission, or determination of the Escrow Agent or Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Distribution Plan; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, Tax Expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The Escrow Agent shall indemnify and hold harmless the Parties out of the Settlement Fund from and against any claims, liabilities, or losses relating to the matters addressed in the preceding sentence.

**12. Release and Covenant Not to Sue**

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which, as provided for herein, is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by

operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is or was legally entitled to any kind of contribution or indemnification from JPMorgan or BOA arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification, or similar claims against JPMorgan or BOA. Except in the event of termination of this Settlement, the

Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) Although the foregoing is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

**13. Motion for Preliminary Approval**

At a time after the Execution Date to be mutually agreed by JPMorgan, BOA, and Exchange-Based Plaintiffs' Counsel, Exchange-Based Plaintiffs' Counsel shall submit this

Settlement Agreement to the Court and shall file a motion for entry of the Preliminary Approval Order requesting, *inter alia*, preliminary approval of the Settlement, including certification of the Class for purposes of the Settlement only, and for a stay of all proceedings of all of the Exchange-Based Plaintiffs' claims against JPMorgan and BOA in the Action pending final approval of the Settlement. The motion shall include a proposed order preliminarily approving the Settlement substantially in the form attached hereto as Exhibit A.

**14. Class Notice**

(A) In the event that the Court preliminarily approves the Settlement, Exchange-Based Plaintiffs' Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the Preliminary Approval Order, provide Class Members, whose identities can be determined after reasonable efforts and with JPMorgan's and BOA's assistance pursuant to Section 4 and Section 14(B) below, with notice of the Settlement Agreement and the date of the Fairness Hearing. The Class Notice may be sent solely for this Settlement Agreement or combined with notice of Other Settlements or of any litigation class. The Class Notice shall also explain the general terms of the Settlement Agreement, the general terms of the proposed Distribution Plan, the general terms of the Fee and Expense Application, and a description of Class Members' rights to object to the Settlement, request exclusion from the Settlement Class pursuant to the schedule and terms provided in the Preliminary Approval Order, and appear at the Fairness Hearing. The text of the Class Notice shall be agreed upon by the Parties before its submission to the Court for approval thereof.

(B) JPMorgan and BOA shall, at their own expense and as reasonably available to JPMorgan and BOA and permissible by law, supply to Exchange-Based Plaintiffs' Counsel in electronic format, or other such form as may be reasonably requested by Exchange-

Based Plaintiffs' Counsel and/or the Settlement Administrator, the names and addresses of all clients, who, between January 1, 2003 and May 31, 2011, entered into Eurodollar futures and options transactions on the Chicago Mercantile Exchange and who can be reasonably identified based on client records that JPMorgan and BOA have in their possession, custody, or control. Any information provided pursuant to this provision shall be covered by the Protective Order in effect in the Action and any subsequent protective orders in place in the Action. Moreover, any information provided pursuant to this provision shall be used solely for purposes of providing notice and administering and verifying claims, and any distributions of such information shall be limited to what is necessary for those purposes. Class Notice shall be mailed to those Persons that are identified by JPMorgan and BOA. Additionally, Exchange-Based Plaintiffs agree that JPMorgan or BOA may, at their sole discretion, opt to provide, or have their third-party agent(s) provide, the Class Notice to any clients to the extent that JPMorgan or BOA reasonably conclude in good faith that such steps are required or advisable based on such counterparty information being subject to any applicable domestic or foreign data privacy, bank secrecy, or other law, rule, or regulation. If JPMorgan or BOA does provide Class Notice pursuant to this Section, JPMorgan or BOA shall complete such notice no later than the date set by the Court to complete mailed notice pursuant to the Preliminary Approval Order and provide Exchange-Based Plaintiffs' Counsel with the number of Class Notices sent by JPMorgan or BOA pursuant to this Section. Notice to other members of the Class shall be by publication, if approved by the Court.

(C) JPMorgan and BOA shall bear the costs and responsibility of serving the notice of the Settlement that is required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. §1715(a), and shall do so in a timely manner. JPMorgan and BOA shall also cause a copy of such notice as well as proof of service of such notice to be provided to Lead Counsel.

**15. Publication**

Exchange-Based Plaintiffs' Counsel shall cause to be published the Class Notice approved by the Court. JPMorgan and BOA shall have no responsibility for providing publication or distribution of the Settlement Agreement or any notice of the Settlement to Class Members or for paying for the cost of providing notice of the Settlement Agreement to Class Members except as provided for in Section 9(B). The Parties shall mutually agree on any content relating to JPMorgan or BOA that will be used by Exchange-Based Plaintiffs' Counsel and/or the Settlement Administrator in any Settlement-related press release or other media publication, including on websites.

**16. Motion for Final Approval and Entry of Final Judgment**

(A) After Class Notice is issued, and at least thirty-five (35) calendar days prior to the Fairness Hearing, Exchange-Based Plaintiffs' Counsel shall make a motion to the Court for the final approval of the Settlement and seeking entry of the Final Approval Order and Judgment on substantially the following terms:

- (i) finally certifying solely for settlement purposes the Settlement Class as defined in Section 2 herein;
- (ii) finding that the Class Notice constituted the best notice practicable under the circumstances and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process;
- (iii) fully and finally approving this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement of the Settlement Class's claims under Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to its terms and conditions;

(iv) directing that the Action be dismissed with prejudice as to JPMorgan and BOA and the Releasees, without costs;

(v) discharging and releasing the Released Claims as to the Releasees;

(vi) permanently barring and enjoining the institution and prosecution by Exchange-Based Plaintiffs, Releasers, and any Class Member of any lawsuit, arbitration, or other proceeding against the Releasees in any jurisdiction asserting any of the Released Claims;

(vii) barring claims by any Person against the Released Parties for contribution, indemnification, or similar claims (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise;

(viii) determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing entry of a final Judgment as to JPMorgan and BOA;

(ix) reserving the Court's continuing and exclusive jurisdiction over the Settlement Agreement, including all future proceedings concerning the administration, consummation, and enforcement of this Agreement; and

(x) containing such other and further provisions consistent with the terms of this Agreement to which JPMorgan, BOA, and Exchange-Based Plaintiffs expressly consent in writing.

(B) At least thirty-five (35) calendar days prior to the Fairness Hearing, as provided in Section 5(D), Exchange-Based Plaintiffs' Counsel will timely request by separate motion that the Court approve its Fee and Expense Application. The Fee and Expense

Application (as defined in Section 1(R)) and the Distribution Plan (as defined in Section 1(K)) are matters separate and apart from the Settlement Agreement between the Parties. If the Fee and Expense Application, any application for service awards to any Class Plaintiff, or the Distribution Plan are not approved, in whole or in part, such disapproval will have no effect on the finality of the Judgment.

**17. Reasonable Best Efforts to Effectuate This Settlement**

The Parties agree to cooperate with one another to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the terms and conditions of this Agreement.

**18. Effective Date**

Unless terminated earlier as provided in this Settlement Agreement, this Settlement Agreement shall become effective and final as of the date upon which all of the following conditions have been satisfied:

(A) The Settlement Agreement has been fully executed by JPMorgan and BOA through their counsel, and by Lead Counsel on behalf of Exchange-Based Plaintiffs;

(B) The Court has certified the Settlement Class solely for purposes of this Settlement, entered the Preliminary Approval Order substantially in the form agreed to by the Parties and attached hereto as Exhibit A, and approved the program and form for the Class Notice;

(C) Class Notice has been issued as ordered by the Court;

(D) The Court has approved the Final Approval Order, substantially in the form agreed to by the Parties (attached hereto as Exhibit B) and submitted to the Court, finally approving the Settlement Agreement in all respects as required by Rule 23(e) of the Federal

Rules of Civil Procedure; however, this required approval does not include the approval of the Fee and Expense Application and the Distribution Plan;

(E) The Court has entered its final Judgment of dismissal with prejudice (substantially in the form agreed to by the Parties and attached hereto as Exhibit C) as to the Releasees with respect to Exchange-Based Plaintiffs and Settlement Class Members; and

(F) The Judgment has become Final.

**19. Occurrence of Effective Date**

Upon the occurrence of all of the events in Section 18, any and all remaining interest or right of JPMorgan or BOA in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, and the Net Settlement Fund shall be transferred from the Escrow Agent to the Settlement Administrator at the written direction of Exchange-Based Plaintiffs' Counsel for distribution in accordance with the Distribution Plan or as otherwise ordered by the Court.

**20. Failure of Effective Date to Occur**

If any of the conditions specified in Section 18 are not satisfied, then this Agreement shall be terminated, subject to and in accordance with Section 21, unless the Parties mutually agree in writing to continue with it, including such revisions to which the Parties may agree.

**21. Termination**

(A) Any Party shall have the right to terminate the Settlement by providing notice to the other Parties within thirty (30) business days of learning of any of the following events:

(i) the Court enters an order declining to enter the Preliminary Approval Order or the Final Approval Order in any material respect;

(ii) the Court enters an order refusing to approve this Settlement Agreement or any material part of it;

(iii) the Court enters an order declining to enter the Judgment in any material respect;

(iv) the Court enters an alternative judgment;

(v) the Judgment is modified or reversed by a court of appeal or any higher court in any material respect; or

(vi) an alternative judgment is modified or reversed by a court of appeal or any higher court in any material respect.

(B) In addition to the provisions contained in Section 21(A) herein, JPMorgan or BOA shall have the right, but not the obligation, each in its sole discretion, to terminate this Settlement Agreement, insofar as it pertains to rights and obligations of the terminating Party (JPMorgan or BOA), pursuant to the terms and conditions of their respective supplemental agreements (collectively, the “Supplemental Agreements”) executed at the same time as this Settlement Agreement. The Supplemental Agreements shall not be filed with the Court unless and until a dispute between Exchange-Based Plaintiffs and JPMorgan or BOA concerning its interpretation or application arises, or if ordered by the Court and, in either event, Exchange-Based Plaintiffs and JPMorgan or BOA shall request that the Supplemental Agreements, along with any material submitted in connection with such dispute, be filed and maintained with the Court under seal. For the avoidance of doubt, the fact that a dispute arises regarding the interpretation or application of this Supplemental Agreement does not require either Party to file this Supplemental Agreement with the Court. The terms and conditions of this Supplemental Agreement may be disclosed to the Court, the Parties, and counsel for the Parties, but shall

otherwise be kept confidential and shall not be disclosed to any other Person (other than the statements herein and in the class notice, to the extent necessary, or as otherwise provided in the Supplemental Agreements), unless otherwise ordered by the Court. The Supplemental Agreements are expressly incorporated into this Settlement Agreement. If only one of JPMorgan or BOA terminates this Settlement Agreement pursuant to its Supplemental Agreement, then this Settlement Agreement shall continue in full force and effect as to the non-terminating Parties.

**22. Effect of Termination**

Unless otherwise ordered by the Court, in the event that the Effective Date does not occur or this Agreement should terminate or be cancelled, or otherwise fail to become effective for any reason, including, without limitation, in the event that the Settlement Agreement as described herein is not finally approved by the Court or the Final Judgment is reversed or vacated following any appeal, then:

(A) Within ten (10) business days after written notification of such event is sent by counsel for JPMorgan or BOA or Lead Counsel to all Parties and the Escrow Agent, the Settlement Amount, and all interest earned in the Settlement Fund, will be refunded, reimbursed, and repaid by the Escrow Agent to JPMorgan and BOA except as provided in Section 9(B). For avoidance of doubt: (i) if either JPMorgan or BOA, but not both, elect to terminate the Settlement in accordance with the terms of this Settlement Agreement or the Supplemental Agreement (as provided in Section 21(B) above), only the portion of the Settlement Amount for which the electing Party is responsible pursuant to Section 3 above, including all applicable interest, shall be refunded, reimbursed, and repaid to the electing Party; and (ii) the Settlement Fund to be refunded, reimbursed, and repaid to JPMorgan and BOA in such event shall include

any amounts previously disbursed to Exchange-Based Plaintiffs' Counsel and required to be repaid upon termination of this Settlement Agreement as provided in Section 5(E);

(B) The Escrow Agent or its designee shall apply for any tax refund owed to the Settlement Fund and pay the proceeds to JPMorgan and BOA (or to either JPMorgan or BOA, if one, but not both, elect to terminate the Settlement per Section 22(A)), after deduction of any fees or expenses reasonably incurred in connection with such application(s) for refund;

(C) The Parties shall be restored to their respective positions in that Action as of the Execution Date, with all of their respective legal claims and defenses preserved as they existed on that date; and

(D) Upon termination of this Settlement Agreement, then:

(i) the terms and provisions of this Agreement, with the exception of Sections 18–21, 31, and 35 (which shall continue in full force and effect), shall be null and void and of no further force or effect with respect to the Parties, and neither JPMorgan, BOA, the Exchange-Based Plaintiffs, nor members of the Settlement Class shall be bound by any of its terms;

(ii) neither the existence nor the terms of this Agreement (nor any negotiations preceding this Agreement nor any acts performed pursuant to, or in furtherance of, this Agreement) shall be used in the Action or in any other lawsuit, arbitration, or other proceeding for any purpose (other than to enforce the terms remaining in effect);

(iii) any and all releases shall be of no further force and effect; and

(iv) any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

**23. Impact of Any Other Settlement**

(A) If any Other Settlement (as defined in Section 1(CC)) is reached, the “Settlement Class” definition in Section 2 and the terms contained within the “Cooperation,” “Release and Covenant Not to Sue,” and “Termination” provisions herein (as described in Sections 4, 12, and 21 respectively) shall be no less favorable to JPMorgan and BOA than the corresponding term or provision applicable to any Other Settlement.

(B) If JPMorgan and BOA believe one or more terms or provisions referenced in subsection (A) is less favorable than a corresponding term or provision in the Other Settlement, JPMorgan and BOA will provide written notice of such belief to Exchange-Based Plaintiffs’ Counsel as prescribed in this Settlement Agreement within ten (10) business days of the filing of the Other Settlement with the Court. Following receipt of the written notice, JPMorgan and BOA and Exchange-Based Plaintiffs’ Counsel will confer as to whether the relevant term or provision in this Settlement Agreement is less favorable as compared to the Other Settlement. If there is agreement between JPMorgan and BOA and Exchange-Based Plaintiffs’ Counsel that the provision at issue is less favorable, JPMorgan and BOA and Exchange-Based Plaintiffs’ Counsel will execute an amendment to the Settlement Agreement, adopting and incorporating the provision as drafted in the Other Settlement into the Settlement Agreement, and will submit the amendment to the Court for its approval. If JPMorgan and BOA and Exchange-Based Plaintiffs’ Counsel are unable to reach an agreement on the relevant provision, JPMorgan and BOA or Exchange-Based Plaintiffs’ Counsel may move the Court to resolve the dispute.

**24. Confidentiality Protection**

Exchange-Based Plaintiffs, Exchange-Based Plaintiffs' Counsel, JPMorgan and BOA agree to keep private and confidential the terms of this Settlement Agreement until this document is filed with the Court, provided, however, that nothing in this Section shall prevent JPMorgan or BOA, upon notice to Exchange-Based Plaintiffs' Counsel, from making any disclosures it deems necessary or advisable pursuant to bank regulatory requirements, requirements of the U.S. Securities and Exchange Commission, or other legal or regulatory requirements (including, without limitation, any subpoena or other form of judicial process), or from disclosing the fact of the Settlement or the Settlement Amount to its external auditors. The Parties will consult with each other with a view towards coordinating the timing of any disclosure to the Court, other parties in the Multi-District Litigation, or anyone else, concerning the fact that the Settlement Agreement has been reached or the Settlement Amount. Breach of this provision before this Settlement Agreement is submitted to the Court constitutes a ground on which JPMorgan, BOA, or Exchange-Based Plaintiffs, in their respective discretion as the non-breaching party, may terminate this Settlement Agreement; provided, however, that a disclosure by one Party with the other Party's consent shall not constitute a breach of this provision.

**25. Binding Effect**

(A) This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of JPMorgan, BOA, the Releasees, the Exchange-Based Plaintiffs, and Settlement Class Members. Without limiting the generality of the foregoing, each and every covenant and agreement herein by Exchange-Based Plaintiffs, and Exchange-Based Plaintiffs' Counsel, shall be binding upon all Settlement Class Members.

(B) This Settlement Agreement shall not be modified in any respect except by a writing executed by all the Parties and expressly referencing this Settlement Agreement, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party expressly referencing this Settlement Agreement. The waiver by any Party of any breach of this Settlement Agreement by another Party shall not be deemed or construed as a waiver of any other prior, contemporaneous, or subsequent breach of this Settlement Agreement.

**26. Integrated Agreement**

This Settlement Agreement, including any exhibits hereto and agreements referenced herein, contains the entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and is not subject to any condition not provided for or referenced herein. This Settlement Agreement supersedes all prior or contemporaneous discussions, agreements, and understandings among the Parties to this Settlement Agreement with respect hereto. This Settlement Agreement may not be modified in any respect except by a writing that is executed by all the Parties hereto.

**27. No Conflict Intended**

The headings used in this Settlement Agreement are for the convenience of the reader only and shall not have any substantive effect on the meaning and/or interpretation of this Settlement Agreement.

**28. Neither Party is the Drafter**

None of the Parties shall be considered to be the drafter of this Settlement Agreement or any provision herein for the purpose of any statute, case law, or rule of interpretation or construction that might cause any provision to be construed against the drafter.

**29. Choice of Law**

All terms within this Settlement Agreement and the exhibits hereto, and the Supplemental Agreements, shall be governed by and interpreted according to the substantive laws of the State of New York, without regard to its choice of law or conflict of laws principles, including N.Y. General Obligations Law § 15-108.

**30. Execution in Counterparts**

This Settlement Agreement may be executed in one or more counterparts. Facsimile and scanned/PDF signatures shall be considered valid signatures. All executed counterparts and each of them shall be deemed to be one and the same instrument. There shall be no agreement until the fully signed counterparts have been exchanged and delivered on behalf of all Parties.

**31. Submission to and Retention of Jurisdiction**

The Parties, their respective counsel, Releasers, Releasees, and the Settlement Class irrevocably submit, to the fullest extent permitted by law, to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement, including any exhibits hereto and agreements referenced herein; provided, however, that nothing in this Section 31 shall limit or supersede the Parties' agreement to arbitrate as and to the extent set forth in Section 36 below. For the purpose of such suit, action, or proceeding, to the fullest extent permitted by law, the Parties, their respective counsel, Releasers, Releasees, and any Settlement Class Member irrevocably waive and agree not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is, in any way, an improper venue or an inconvenient forum or that the Court

lacked power to approve this Settlement Agreement or enter any of the orders contemplated hereby.

**32. Reservation of Rights**

This Settlement Agreement does not settle or compromise any claims by Exchange-Based Plaintiffs or any Settlement Class Member asserted in the Action against any Defendant other than JPMorgan and BOA and the Releasees. All rights of any Settlement Class Member against other former, current, or future Defendants or alleged co-conspirators, or any Person other than the Releasees, with respect to any of the Released Claims are specifically reserved by Exchange-Based Plaintiffs and the Settlement Class Members, subject to the terms of Section 12(A). Nothing in this Settlement Agreement, nor any acts performed pursuant to or in furtherance of this Agreement, shall limit JPMorgan's or BOA's ability to fully defend against litigation brought by other class and non-class plaintiffs, including any litigation brought by any Person that requests exclusion from the Class (including with respect to any request for exclusion itself).

**33. Contribution and Indemnification.**

This Settlement Agreement is expressly intended to absolve the Releasees against any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply for claims of contribution, indemnification, or similar claims against any Releasee.

**34. Notices**

All notices and other communications required to be given hereunder, or which may be given pursuant to the provisions hereof, shall be in writing. Each such notice shall be given by

(i) e-mail; (ii) hand delivery; (iii) registered or certified mail, return receipt requested, postage pre-paid; (iv) FedEx or similar overnight courier; or (v) facsimile and first class mail, postage pre-paid, and, if directed to any Class Member, shall be addressed to Exchange-Based Plaintiffs' Counsel at their addresses set forth on the signature page hereof; and if directed to JPMorgan or BOA, shall be addressed to its attorneys at the address set forth on the signature pages hereof; or at such other addresses as Exchange-Based Plaintiffs' Counsel or JPMorgan or BOA may designate, from time to time, by giving notice to the Parties hereto in the manner described in this Section 34.

**35. Authority**

In executing this Settlement Agreement, Exchange-Based Plaintiffs' Counsel represent and warrant that they have been fully authorized to execute this Settlement Agreement on behalf of the Exchange-Based Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Class members), and that all actions necessary for the execution of this Settlement Agreement have been taken. JPMorgan and BOA each represents and warrants that the undersigned is fully empowered to execute the Settlement Agreement on behalf of JPMorgan or BOA, respectively, and that all actions necessary for the execution of this Settlement Agreement have been taken.

**36. Disputes or Controversies**

Any dispute or controversy arising out of or relating to this Agreement and the Supplemental Agreements, including any claims under any statute, law, or regulation, shall be resolved exclusively by mediation, or, if mediation fails to resolve the dispute, by arbitration, in each case administered by a neutral agreed upon by all parties at JAMS, Inc., formerly known as Judicial Arbitration and Mediation Services ("JAMS"), in accordance with its procedures and

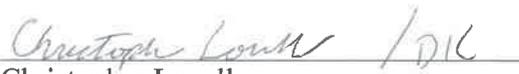
Comprehensive Arbitration Rules & Procedures then in effect (“Rules”) and in accordance with the Expedited Procedures in those Rules (or such other alternative dispute resolution organization as all parties shall agree), except as modified herein. The arbitration shall be conducted on a strictly confidential basis, and the parties shall not disclose the existence or nature of any claim; any documents, correspondence, briefing, exhibits, or information exchanged or presented in connection with any claim; or any rulings, decisions, or results of any claim or argument (collectively, “Arbitration Materials”) to any third party, with the sole exception of the parties’ respective legal counsel (who shall also be bound by these confidentiality terms). The arbitral decision shall be binding upon the Parties hereto. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Except as the Rules may provide, the Parties shall equally share JAMS’s administrative fees and the arbitrator’s fees and expenses. Each Party shall be solely responsible for such Party’s attorneys’ fees and costs, except as otherwise provided by any applicable statute or other law. Either party may commence litigation in any state or federal court of competent jurisdiction located in New York County, New York to obtain injunctive relief in aid of arbitration, to compel arbitration, or to confirm or vacate an arbitrator’s award. The Parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any such proceeding, agree to use their best efforts to file all confidential information (and documents containing confidential information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of any settlement agreement. The seat of arbitration shall be New York, New York.

**37. Stay**

The Parties stipulate and agree that all proceedings and deadlines in the Action (including with respect to discovery) between Exchange-Based Plaintiffs and JPMorgan and BOA shall be stayed pending the Court's entry of the Preliminary Approval Order. The stay will automatically be dissolved if (a) the Court does not enter the Preliminary Approval Order, the Final Approval Order, or the Judgment, or (b) the Court enters the Final Approval Order and the Judgment and appellate review is sought and, on such review, the Final Approval Order or the Judgment is finally vacated, modified, or reversed, unless the Parties, in their sole discretion within thirty (30) calendar days from the date of the service of such ruling on such Parties, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Preliminary Approval Order, the Final Approval Order, or the Judgment, as modified by the Court or on appeal.

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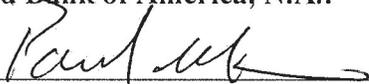
IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of June 14, 2018.

<p><b>On Behalf of Exchange-Based Plaintiffs Individually and all Class Members:</b></p> <p> Christopher Lovell LOVELL STEWART HALEBIAN JACOBSON LLP 61 Broadway, Suite 501 New York, NY 10006 Telephone: (212) 608-1900 Email: <a href="mailto:clovell@lshllp.com">clovell@lshllp.com</a></p> <p> David Kovel KIRBY McINERNEY LLP 825 Third Avenue, 16th Floor New York, New York 10022 Telephone: (212) 371-6600 Email: <a href="mailto:dkovel@kmlp.com">dkovel@kmlp.com</a></p>	<p><b>On behalf of JPMorgan Chase &amp; Co. and JPMorgan Chase Bank, N.A.:</b></p> <p> Paul C. Gluckow SIMPSON THACHER &amp; BARTLETT LLP 425 Lexington Avenue New York, NY 10017 Telephone: (212) 455-2000 Email: <a href="mailto:pgluckow@stblaw.com">pgluckow@stblaw.com</a></p> <p><b>On behalf of Bank of America Corporation and Bank of America, N.A.:</b></p> <p> Paul S. Mishkin DAVIS POLK &amp; WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-4000 Email: <a href="mailto:paul.mishkin@davispolk.com">paul.mishkin@davispolk.com</a></p>
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IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of June 14, 2018.

<p><b>On Behalf of Exchange-Based Plaintiffs Individually and all Class Members:</b></p> <hr/> <p>Christopher Lovell LOVELL STEWART HALEBIAN JACOBSON LLP 61 Broadway, Suite 501 New York, NY 10006 Telephone: (212) 608-1900 Email: <a href="mailto:clovell@lshllp.com">clovell@lshllp.com</a></p> <hr/> <p>David Kovel KIRBY McINERNEY LLP 825 Third Avenue, 16th Floor New York, New York 10022 Telephone: (212) 371-6600 Email: <a href="mailto:dkovel@kmlp.com">dkovel@kmlp.com</a></p>	<p><b>On behalf of JPMorgan Chase &amp; Co. and JPMorgan Chase Bank, N.A.:</b></p> <p> Paul C. Gluckow SIMPSON THACHER &amp; BARTLETT LLP 425 Lexington Avenue New York, NY 10017 Telephone: (212) 455-2000 Email: <a href="mailto:pgluckow@stblaw.com">pgluckow@stblaw.com</a></p> <p><b>On behalf of Bank of America Corporation and Bank of America, N.A.:</b></p> <hr/> <p>Paul S. Mishkin DAVIS POLK &amp; WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-4000 Email: <a href="mailto:paul.mishkin@davispolk.com">paul.mishkin@davispolk.com</a></p>
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IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of June 14, 2018.

<p><b>On Behalf of Exchange-Based Plaintiffs Individually and all Class Members:</b></p> <hr/> <p>Christopher Lovell LOVELL STEWART HALEBIAN JACOBSON LLP 61 Broadway, Suite 501 New York, NY 10006 Telephone: (212) 608-1900 Email: <a href="mailto:clovell@lshllp.com">clovell@lshllp.com</a></p> <hr/> <p>David Kovel KIRBY McINERNEY LLP 825 Third Avenue, 16th Floor New York, New York 10022 Telephone: (212) 371-6600 Email: <a href="mailto:dkovel@kmlp.com">dkovel@kmlp.com</a></p>	<p><b>On behalf of JPMorgan Chase &amp; Co. and JPMorgan Chase Bank, N.A.:</b></p> <hr/> <p>Paul C. Gluckow SIMPSON THACHER &amp; BARTLETT LLP 425 Lexington Avenue New York, NY 10017 Telephone: (212) 455-2000 Email: <a href="mailto:pgluckow@stblaw.com">pgluckow@stblaw.com</a></p> <p><b>On behalf of Bank of America Corporation and Bank of America, N.A.:</b></p> <p> _____ Paul S. Mishkin DAVIS POLK &amp; WARDWELL LLP 450 Lexington Avenue New York, New York 10017 Telephone: (212) 450-4000 Email: <a href="mailto:paul.mishkin@davispolk.com">paul.mishkin@davispolk.com</a></p>
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

METZLER INVESTMENT GmbH, FTC FUTURES  
FUND SICAV, and FTC FUTURES FUND PCC LTD.,  
ATLANTIC TRADING USA, LLC, 303030 TRADING  
LLC, GARY FRANCIS AND NATHANIAL HAYNES,  
on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG,  
BANK OF AMERICA CORPORATION, BANK OF  
AMERICA, N.A., J.P. MORGAN CHASE & CO., J.P.  
MORGAN CHASE BANK, N.A., HSBC HOLDINGS PLC,  
HSBC BANK PLC, HBOS PLC, BANK OF SCOTLAND  
PLC, CITI BANK PLC, LLOYDS BANKING GROUP  
PLC, LLOYDS BANK PLC, PORTIGON AG F/K/A  
WESTLB AG, WESTDEUTSCHE IMMOBILIENBANK  
AG, UBS GROUP AG, UBS AG, THE ROYAL BANK OF  
SCOTLAND GROUP PLC, THE ROYAL BANK OF  
SCOTLAND PLC, RBS SECURITIES, INC., DEUTSCHE  
BANK AG, DEUTSCHE BANK SECURITIES, INC., DB  
GROUP SERVICES (UK) LIMITED, THE  
NORINCHUKIN BANK, ROYAL BANK OF CANADA,  
RBC CAPITAL MARKETS LLC, THE BANK OF  
TOKYOMITSUBISHI UFJ, LTD., COOPERATIVE  
CENTRAL RAIFFEISEN-BOERENLEENBANK B.A.,  
SOCIÉTÉ GÉNÉRALE S.A., CITIGROUP, INC.,  
CITIBANK N.A., CITIGROUP GLOBAL MARKETS,  
INC., MERRILL LYNCH INTERNATIONAL, ICAP PLC,  
ICAP EUROPE LIMITED, TRADITION (UK) LIMITED,  
TULLETT PREBON PLC, and JOHN DOES 4-25,

Defendants.

No. 11-md-2262 (NRB)

No. 11-cv-2613

**EXHIBIT A TO**  
**STIPULATION AND**  
**AGREEMENT OF**  
**SETTLEMENT**

**[PROPOSED] ORDER  
PRELIMINARILY  
APPROVING  
SETTLEMENT  
WITH DEFENDANTS  
JPMORGAN AND BANK  
OF AMERICA**

**WHEREAS**, the above-captioned matter (the “Action”) is a putative class action before this Court;

**WHEREAS**, Plaintiffs Metzler Asset Management GmbH (f/k/a Metzler Investment GmbH), FTC Futures Fund SICAV, FTC Futures Fund PCC Ltd., Atlantic Trading USA, LLC, 303030 Trading LLC, Gary Francis, and Nathaniel Haynes (collectively, the “Exchange-Based Plaintiffs”), for themselves and on behalf of the Exchange-Based Class entered into a Stipulation and Agreement of Settlement with JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”) and Bank of America Corporation and Bank of America, N.A. (collectively, “BOA,” and together with JPMorgan, the “Settling Defendants”), dated June 14, 2018 (the “Settlement Agreement”), which set forth the terms and conditions of the proposed settlements of the Action and which provide for the dismissal with prejudice of the Action and a full discharge of the Released Claims as to the Releasees;<sup>1</sup>

**WHEREAS**, Exchange-Based Plaintiffs have moved for preliminary approval of the Settlement Agreement (“Motion”);

**WHEREAS**, the Court has reviewed the Motion, its accompanying memorandum, declaration and exhibits thereto, and the Settlement Agreement;

**WHEREAS**, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Settlement Agreement;

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<sup>1</sup> The Settlement with the Settling Defendants is not a settlement with any non-settling defendants (*e.g.*, named defendants other than Settling Defendants) and thus is not dispositive of any of Exchange-Based Plaintiffs’ claims against these non-settling defendants. In addition, the proposed Settlement has no bearing on other outstanding claims asserted against non-settling defendants by plaintiffs in other actions consolidated with the Exchange-Based Plaintiffs’ Action in the above-captioned LIBOR multidistrict litigation, No. 11 MDL 2262 (NRB) (S.D.N.Y.).

NOW, THEREFORE, the Court having read and considered the Settlement Agreement and the submissions relating thereto, upon all prior proceedings in the Action, and after due deliberation, **IT IS HEREBY ORDERED:**

1. **Preliminary Approval of Settlement Agreement** – The Court does hereby preliminarily approve the Settlement Agreement and the terms and conditions set forth therein, including the releases contained therein, as being fair, reasonable, and adequate as to the Settlement Class, subject to further consideration at the Fairness Hearing. The Court finds that the Settlement Agreement was entered into at arm’s length by highly experienced counsel and is sufficiently within the range of reasonableness that notice of the Settlement Agreement should be given as provided in this Order.

2. **Class Certification** – For purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby preliminarily certifies the Settlement Class as follows:

All persons, corporations and other legal entities that transacted in Eurodollar futures and/or options on Eurodollar futures on exchanges, including without limitation the Chicago Mercantile Exchange, between January 1, 2003 and May 31, 2011. Excluded from the Class are: (i) Defendants, their employees, affiliates, parents, subsidiaries, and alleged co-conspirators; (ii) the Releasees (as defined in Section 1(II)); (iii) any Class Member who files a timely and valid request for exclusion; and (iv) any Persons dismissed from this Action with prejudice.

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

4. Solely for the purposes of effectuating the Settlement, the Court finds and concludes that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied as follows:

- (a) the members of the Settlement Class are so numerous that joinder of all class members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions;
- (c) the claims of the Exchange-Based Plaintiffs are typical of the claims of the Settlement Class;
- (d) Exchange-Based Plaintiffs and Settlement Class Counsel (defined below) will fairly and adequately represent and protect the interests of all of the Settlement Class Members; and
- (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. If the Effective Date does not occur, this conditional certification of the Settlement Class shall be deemed null and void without the need for further action by the Court or the Parties. In such circumstances, the Parties shall retain their rights to seek or to object to certification of this litigation as a class action under Rule 23 of the Federal Rules of Civil Procedure, or under any other state or federal rule, statute, law, or provision thereof, and to contest and appeal any grant or denial of certification in this litigation or in any other litigation on any grounds.

3. **Class Representatives** – Plaintiffs Metzler Asset Management GmbH (f/k/a Metzler Investment GmbH, FTC Futures Fund SICAV, FTC Futures Fund PCC Ltd., Atlantic

Trading USA, LLC, 303030 Trading LLC, Gary Francis, and Nathaniel Haynes will serve as representatives of the Settlement Class (“Settlement Class Representatives) for the purpose of the Settlement.

4. **Settlement Class Counsel** – The Court hereby appoints Lovell Stewart Halebian Jacobson LLP and Kirby McInerney LLP as counsel to the Settlement Class (“Settlement Class Counsel”), having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment for the purposes of the Settlement.

5. **Plan of Distribution and Notice to Potential Class Members** – At a later date, Settlement Class Counsel shall submit to the Court for approval a plan of distribution and a notice plan for purposes of advising Settlement Class Members, among other things, of the plan of distribution, their right to object to the Settlement Agreement, their right to exclude themselves from the Settlement Class, the procedure for submitting a request for exclusion, the time, date, and location of the Fairness Hearing, and their right to appear at the Fairness Hearing.

6. **Retention of Claims Administrator** – Settlement Class Counsel is hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise and administer the notice procedure as well as the processing of Claims for the Settlement.

7. **Escrow Agent** – The Court approves Citibank, N.A. as the Escrow Agent for the Settlement.

8. The Court approves the establishment of an escrow account under the Settlement Agreement as a Qualified Settlement Fund (“QSF”) pursuant to Internal Revenue Code § 468B and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formulation or administration of the QSF.

9. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as (i) such funds shall be distributed pursuant to the Settlement Agreement **and** (ii) further order(s) of the Court.

10. **Stay** – Unless otherwise ordered by the Court, the Court stays all proceedings in the Action against the Releasees other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court enjoins Exchange-Based Plaintiffs and all other Class Members, either directly, representatively, or in any other capacity, from commencing, prosecuting, or asserting in any forum any of the Released Claims against each and all of the Releasees or assisting any third party in commencing or maintaining any suit against Releasees related in any way to any Released Claims.

11. **Settlement Fund** – The Settlement Amount is \$30,000,000.00. Payment of the Settlement Amount shall be made pursuant to the terms of the Settlement Agreement.

12. **Taxes** – Settlement Class Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any taxes owed with respect to the Settlement Fund and to otherwise perform all obligations with respect to taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

13. **Termination** – In the event that the Settlement Agreement is terminated in accordance with its provisions, such Settlement Agreement and all proceedings had in connection therewith shall be null and void as to the terminated Party or Parties, and shall be without prejudice to the rights of Exchange-Based Plaintiffs, the Class Members, and the

Settling Defendants, all of whom shall be restored to their respective positions in the Action, as provided for in the Settlement Agreement, except that any costs of Class Notice and administration paid or owing at the time of termination (up to a maximum of the amount specified in the Settlement Agreement), any taxes paid or payable on the Settlement Fund (including any costs and expenses of tax attorneys and accountants) at the time of termination or Escrow Agent costs paid or owing at the time of termination need not be refunded to Settling Defendants.

14. **Use of this Order** – Neither this Order nor the proposed Settlement (including the Settlement Agreement or any of its terms, any negotiations or proceedings connected with the Settlement Agreement, or any act performed or document executed pursuant to or in furtherance of the Settlements): (a) shall be admissible in any proceeding for any purpose, except to enforce the terms of this Order and/or the Settlement Agreement (including, without limitation, to seek dismissal of any pending or future action as a Released Claim or according to the doctrines of collateral estoppel or *res judicata*); (b) shall be deemed to be or used as an admission or evidence of the validity of any Released Claims, of any allegation made in the Action, or of any wrongdoing or liability of Releasees; or (c) shall be deemed to be or used as an admission or evidence of, any liability, fault, or omission of the Releasees in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration panel or other tribunal. Nothing in this paragraph or in the Settlement Agreement shall exclude Exchange-Based Plaintiffs from using any Cooperation Materials produced by the Settling Defendants as set forth in the Settlement Agreement as necessary to continue to prosecute the Action.

15. None of the Releasees, nor any of their counsel, shall have any responsibility for, or liability whatsoever with respect to the notice procedures (except as provided in the Settlement Agreement); the investment, administration, or distribution of the Settlement Fund; the plan of distribution; the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or any funds held by the Escrow Agent; the payment or withholding of Taxes; any losses incurred in connection therewith; any application for attorneys' fees, service awards or expenses submitted by Exchange-Based Plaintiffs or Settlement Class Counsel; or any allocation of the fee and expense award by Settlement Class Counsel. Any such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement Agreement.

16. All Class Members shall be bound by all determinations and judgments in the Action concerning the Settlements set forth in the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

17. The Court's preliminary certification of the Settlement Class as provided herein is without prejudice to, or waiver of the rights of any defendant other than the Settling Defendants to contest certification of any other class proposed in the Action. The Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any class in the Action, and no party may cite or refer to the Court's preliminary approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class. Further, no party may cite or refer to the Court's preliminary approval of the Settlement Class to support or oppose a motion to dismiss.

18. The Court retains jurisdiction to consider all further applications arising out of or relating to the proposed Settlement.

**IT IS SO ORDERED.**

DATED \_\_\_\_\_

\_\_\_\_\_  
NAOMI R. BUCHWALD  
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

METZLER INVESTMENT GmbH, FTC FUTURES  
FUND SICAV, and FTC FUTURES FUND PCC LTD.,  
ATLANTIC TRADING USA, LLC, 303030 TRADING  
LLC, GARY FRANCIS AND NATHANIAL HAYNES,  
on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG,  
BANK OF AMERICA CORPORATION, BANK OF  
AMERICA, N.A., J.P. MORGAN CHASE & CO., J.P.  
MORGAN CHASE BANK, N.A., HSBC HOLDINGS PLC,  
HSBC BANK PLC, HBOS PLC, BANK OF SCOTLAND  
PLC, CITI BANK PLC, LLOYDS BANKING GROUP  
PLC, LLOYDS BANK PLC, PORTIGON AG F/K/A  
WESTLB AG, WESTDEUTSCHE IMMOBILIENBANK  
AG, UBS GROUP AG, UBS AG, THE ROYAL BANK OF  
SCOTLAND GROUP PLC, THE ROYAL BANK OF  
SCOTLAND PLC, RBS SECURITIES, INC., DEUTSCHE  
BANK AG, DEUTSCHE BANK SECURITIES, INC., DB  
GROUP SERVICES (UK) LIMITED, THE  
NORINCHUKIN BANK, ROYAL BANK OF CANADA,  
RBC CAPITAL MARKETS LLC, THE BANK OF  
TOKYOMITSUBISHI UFJ, LTD., COOPERATIVE  
CENTRAL RAIFFEISEN-BOERENLEENBANK B.A.,  
SOCIÉTÉ GÉNÉRALE S.A., CITIGROUP, INC.,  
CITIBANK N.A., CITIGROUP GLOBAL MARKETS,  
INC., MERRILL LYNCH INTERNATIONAL, ICAP PLC,  
ICAP EUROPE LIMITED, TRADITION (UK) LIMITED,  
TULLETT PREBON PLC, and JOHN DOES 4-25,

Defendants.

No. 11-md-2262 (NRB)

No. 11-cv-2613

**EXHIBIT B TO**  
**STIPULATION AND**  
**AGREEMENT OF**  
**SETTLEMENT**

**[PROPOSED] FINAL**  
**APPROVAL ORDER OF**  
**SETTLEMENT WITH**  
**JPMORGAN AND BANK**  
**OF AMERICA**

This matter came for a duly-noticed hearing on \_\_\_\_\_, 201\_\_ (the  
“Fairness Hearing”), upon the Exchange-Based Plaintiffs’ Motion for Final Approval of  
Settlement with JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A. (collectively,  
“JPMorgan”), and Bank of America Corporation and Bank of America, N.A. (collectively,

“BOA,” and together with JPMorgan, the “Settling Defendants”) in the above-captioned action (the “Action”), which was joined and consented to by the Settling Defendants. Due and adequate notice of the Stipulation and Agreement of Settlement with the Settling Defendants entered into on June 14, 2018 (the “Settlement Agreement”) having been given to the members of the Settlement Class, the Fairness Hearing having been held, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and the Court’s \_\_\_\_\_, 201\_ Order Preliminarily Approving Settlement with Defendants JPMorgan and Bank of America (“Preliminary Approval Order”) and all terms used herein shall have the same meanings as set forth in the Settlement Agreement or Preliminary Approval Order.

2. For purposes only of the Settlement, the Court hereby finally certifies the Settlement Class, as defined in the Preliminary Approval Order. ECF No. \_\_. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement.

3. In so holding, the Court finds that the Settlement Class meets all of the applicable requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. The Court hereby finds, in the specific context of and for the sole purposes of the Settlement, that: (i) the Settlement Class is so numerous that joinder of all members of the Settlement Class is impracticable, Fed. R. Civ. P. 23(a)(1); (ii) there are questions of law and fact common to the Settlement Class which predominate over any individual questions, Fed. R. Civ. P. 23(a)(2);

(iii) Exchange-Based Plaintiffs' claims in this litigation are typical of those of the members of the Settlement Class, Fed. R. Civ. P. 23(a)(3); and (iv) Exchange-Based Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent members of the Settlement Class and Settlement Class Counsel has adequately represented the interests of the Settlement Class, FED. R. CIV. P. 23(a)(4). The Court also finds that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fed. R. Civ. P. 23(b)(3).

4. This Court has personal jurisdiction over Exchange-Based Plaintiffs, the Settling Defendants, and all members of the Settlement Class and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under 28 U.S.C. § 1331.

5. The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated \_\_\_\_\_, 201\_: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Plan of Distribution, and of Class Counsel's application for any attorneys' fees and for reimbursement of expenses associated with the Action; (c) provided a full and fair opportunity to all members of the Settlement Class to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law. Based upon JPMorgan's submission to the Court dated \_\_\_\_\_, 201\_, and BOA's submission to the Court dated \_\_\_\_\_, 201\_, the Court further finds that the Settling

Defendants have complied with the obligations imposed on them under the Class Action Fairness Act 28 U.S.C. §1715(a).

6. The Court finds that \_\_\_ members of the Settlement Class have validly requested to be excluded from the Settlement Class.

7. The Court finds that no objections to the proposed Settlement have been submitted. Notwithstanding the lack of objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

8. It is hereby determined that all members of the Settlement Class are bound by the Settlement Agreement and this Final Approval Order, and all of their claims against the Releasees, as provided under the Settlement Agreement, are hereby dismissed with prejudice and released.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Exchange-Based Plaintiffs. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's length negotiations between experienced counsel representing the interests of the Parties, and that Class Counsel and Exchange-Based Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. Notwithstanding the entry of this Final Approval Order, in the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, either with respect to one or both Settling Defendants, then, with respect to each Settling Defendant as to which the Settlement does not become effective, (i) the provisions of this Final Approval Order dismissing Exchange-Based Plaintiffs' claims shall be null and void; (ii) Exchange-Based Plaintiffs' claims shall be reinstated; (iii) the Settling Defendant's defenses shall be reinstated; (iv) the certification of the Settlement Class and final approval of the proposed Settlement, and all actions associated with it, including but not limited to any requests for exclusion from the Settlement previously submitted and deemed to be valid, shall be vacated and be of no force and effect; (v) the Settlement Agreement, including its exhibits, and any and all negotiations, documents, and discussions associated with it and the releases set forth herein, shall be without prejudice to the rights of any Party, and of no force or effect; and (vi) the Parties shall be returned to their respective positions before the Settlement Agreement was signed. Notwithstanding the language in this Section, any provision in the Settlement Agreement that the Parties have agreed shall survive its termination shall continue to have the same force and effect intended by the Parties.

11. The Settlement Fund has been established as a trust and shall be established as a fiduciary account (the "Settlement Fiduciary Account"). The Court further approves the establishment of the Settlement Fiduciary Account under the Settlement Agreement as a Qualified Settlement Fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

12. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the

Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction to resolve any disputes that may arise with respect to the Settlement Agreement, the Settlement, or the Settlement Fund, to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order, and to consider or approve the amounts of distributions to Settlement Class Members. In addition, without affecting the finality of this Final Approval Order, Exchange-Based Plaintiffs, the Settling Defendants, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Any disputes involving Exchange-Based Plaintiffs, the Settling Defendants, or members of the Settlement Class concerning the implementation of the Settlement Agreement shall be submitted to the Court except as to those matters identified in the Settlement Agreement that are to be resolved by mediation or arbitration.

13. Each member of the Settlement Class must execute a release and covenant not to sue in conformity with the Settlement Agreement, as incorporated into the Proof of Claim and Release form, in order to receive the Settlement Class Member's share, if any, of the Net Settlement Fund. The Court hereby confirms the appointment of A.B. Data, Ltd. as Settlement Administrator, and directs that the Settlement Administrator shall ensure that each Proof of Claim and Release form provided to members of the Settlement Class contains a copy of such release and covenant not to sue. However, each member of the Settlement Class's claims shall be released pursuant to Section 12 of the Settlement Agreement, regardless of whether the

member of the Settlement Class executes a release and covenant not to sue pursuant to this paragraph 13.

14. The Court hereby approves the Releasors' releases of claims as set forth in this Final Approval Order as of the Effective Date.<sup>2</sup>

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<sup>2</sup> Under Section 12 of the Settlement Agreement:

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is or was legally entitled to any kind of contribution or indemnification from JPMorgan or BOA arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification, or similar claims against JPMorgan or BOA. Except in the event of termination of this Settlement, the Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) Although the foregoing is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

15. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against JPMorgan or BOA encompassed by the Released Claims that are maintained by or on behalf of Exchange-Based Plaintiffs or any other members of the Settlement Class, and shall also be binding on their respective predecessors, successors and assigns, direct and indirect parents, subsidiaries and affiliates, and on behalf of the current and former officers, directors, employees, agents, principals, members, trustees, participants, representatives, fiduciaries, beneficiaries or legal representatives in their capacity as such, of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing in their capacity as such, regardless of whether the member of the Settlement Class 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 this Settlement.

16. The Court permanently bars and enjoins Exchange-Based Plaintiffs and all members of the Settlement Class from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against the Settling Defendants or any Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any members of the Settlement Class (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against the Settling Defendants or any Releasees based on the Released Claims; or (c) organizing members of the Settlement Class into a separate group, class, or subclass for purposes of pursuing as a purported

class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against the Settling Defendants or any Releasees based on the Released Claims.

17. The Court permanently bars and enjoins claims by any Person against the Settling Defendants or any Releasees (as defined in the Settlement Agreement) for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise. Should any court determine that any Defendant is/was legally entitled to any kind of set-off, apportionment, contribution or indemnification from the Settling Defendants arising out of or related to the Released Claims, any money judgment subsequently obtained by the Releasers against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for set-off, apportionment, contribution, indemnification or similar claims against the Settling Defendants.

18. Neither the Settlement Agreement (nor its exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for Exchange-Based Plaintiffs and the Settling Defendants in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order is or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any domestic or foreign statute, law, or regulation or of any liability or wrongdoing by the Settling Defendants or any Releasee; (b) the truth of any of the claims or allegations alleged in the Action; (c) the incurrence of any damage, loss or injury by any Person; (d) the existence or amount of any artificiality; or (e) the propriety of certification of a class other than solely for purposes of the Settlement. Further,

neither the Settlement Agreement (nor its exhibits), whether or not they shall become final, nor any negotiations, documents exchanged among counsel for Exchange-Based Plaintiffs and the Settling Defendants in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Action) in which the Settlement Agreement is asserted as a defense. Notwithstanding anything to the contrary herein, the foregoing sentence does not apply to Cooperation Materials provided by the Settling Defendants to Exchange-Based Plaintiffs or by Exchange-Based Plaintiffs to the Settling Defendants in connection with the Settlement. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of members of the Settlement Class.

19. The Court finds that, during the course of the Action, Exchange-Based Plaintiffs, the Settling Defendants, and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure as to each other. Any data or other information provided by members of the Settlement Class in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Settlement Class Counsel, experts or consultants acting on behalf of the Settlement Class. In no event shall a member of the Settlement Class's data or personal information be made publicly available, except as provided for in the Settlement Agreement, herein, or upon Court Order for good cause shown.

20. The Proof of Claim and Release form and Plan of Distribution are each approved as fair, reasonable, and adequate.

21. 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.

22. The Court’s certification of the Settlement Class, and appointment of Exchange-Based Plaintiffs as Settlement Class Representatives, as provided herein is without prejudice to, or waiver of, the rights of any Defendant to contest any other request by Exchange-Based Plaintiffs to certify a class. The Court’s findings in this Final Approval Order shall have no effect on the Court’s ruling on any motion to certify any class or to appoint class representatives in this litigation, and no party may cite or refer to the Court’s approval of the Settlement Class or Settlement Class Representatives as binding or persuasive authority with respect to any motion to certify such class or appoint class representatives.

23. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, and solely for settlement purposes, the law firms of Lovell Stewart Halebian Jacobson LLP and Kirby McInerney LLP are designated as settlement class counsel (“Class Counsel”) for the Exchange-Based Plaintiffs’ Action.

24. Class Counsel are hereby awarded \_\_\_\_% of the Settlement Fund for their attorneys’ fees, plus interest, which sum the Court finds to be fair and reasonable. Class Counsel are hereby awarded \$\_\_\_\_\_ in reimbursement of litigation expenses, which expenses the Court finds to be have been reasonably incurred. The foregoing amounts shall be paid to Class Counsel from the Settlement Fund ten (10) business days after the date this Final Approval Order is executed subject to the terms, conditions, and obligations of the Settlement Agreement,

which terms, conditions, and obligations are incorporated herein. Class Counsel may make payments of fees and expenses to counsel for other plaintiffs as Class Counsel deems appropriate based on their relative contribution to the prosecution and resolution of the Action. Neither the Plan of Distribution submitted by Class Counsel nor the portion of this Final Approval Order regarding the attorneys' fee and litigation expenses application including any modification or change in the award of attorneys' fees and litigation expenses that may hereafter be approved, shall in any way disturb or affect this Final Approval Order or the Releases provided hereunder and shall be considered separate from this Final Approval Order.

**IT IS SO ORDERED.**

DATED \_\_\_\_\_

\_\_\_\_\_  
NAOMI R. BUCHWALD  
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

METZLER INVESTMENT GmbH, FTC FUTURES  
FUND SICAV, and FTC FUTURES FUND PCC LTD.,  
ATLANTIC TRADING USA, LLC, 303030 TRADING  
LLC, GARY FRANCIS AND NATHANIAL HAYNES,  
on behalf of themselves and all others similarly situated,

Plaintiffs,

- against -

CREDIT SUISSE GROUP AG, CREDIT SUISSE AG,  
BANK OF AMERICA CORPORATION, BANK OF  
AMERICA, N.A., J.P. MORGAN CHASE & CO., J.P.  
MORGAN CHASE BANK, N.A., HSBC HOLDINGS PLC,  
HSBC BANK PLC, HBOS PLC, BANK OF SCOTLAND  
PLC, CITI BANK PLC, LLOYDS BANKING GROUP  
PLC, LLOYDS BANK PLC, PORTIGON AG F/K/A  
WESTLB AG, WESTDEUTSCHE IMMOBILIENBANK  
AG, UBS GROUP AG, UBS AG, THE ROYAL BANK OF  
SCOTLAND GROUP PLC, THE ROYAL BANK OF  
SCOTLAND PLC, RBS SECURITIES, INC., DEUTSCHE  
BANK AG, DEUTSCHE BANK SECURITIES, INC., DB  
GROUP SERVICES (UK) LIMITED, THE  
NORINCHUKIN BANK, ROYAL BANK OF CANADA,  
RBC CAPITAL MARKETS LLC, THE BANK OF  
TOKYOMITSUBISHI UFJ, LTD., COOPERATIVE  
CENTRAL RAIFFEISEN-BOERENLEENBANK B.A.,  
SOCIÉTÉ GÉNÉRALE S.A., CITIGROUP, INC.,  
CITIBANK N.A., CITIGROUP GLOBAL MARKETS,  
INC., MERRILL LYNCH INTERNATIONAL, ICAP PLC,  
ICAP EUROPE LIMITED, TRADITION (UK) LIMITED,  
TULLETT PREBON PLC, and JOHN DOES 4-25,

Defendants.

No. 11-md-2262 (NRB)

No. 11-cv-2613

**EXHIBIT C TO**  
**STIPULATION AND**  
**AGREEMENT OF**  
**SETTLEMENT**

**[PROPOSED] FINAL  
JUDGMENT AND ORDER  
OF DISMISSAL  
WITH PREJUDICE OF  
JPMORGAN AND BANK  
OF AMERICA**

This matter came for a duly-noticed hearing on \_\_\_\_\_, 201\_\_ (the  
“Fairness Hearing”), upon the Motion for Final Approval of Settlement with JPMorgan Chase &  
Co. and JPMorgan Chase Bank, N.A. (collectively, “JPMorgan”), and Bank of America  
Corporation and Bank of America, N.A. (collectively, “BOA,” and together with JPMorgan, the

“Settling Defendants”) in the above-captioned action (the “Action”), which was joined and consented to by the Settling Defendants. Due and adequate notice of the Stipulation and Agreement of Settlement with JPMorgan entered into on June 14, 2018 (the “Settlement Agreement”) having been given to the members of the Settlement Class, the Fairness Hearing having been held, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Judgment hereby incorporates by reference the definitions in the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order.

2. The Action, including each claim in the Action, is hereby dismissed with prejudice on the merits as to the Settling Defendants and without fees or costs.

3. Upon the Settlement becoming Final in accordance with its terms, all of the following claims shall be released. Specifically:

(A) Upon the Effective Date, and in exchange for the receipt of the Settlement Amount provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Releasors, and any other Person claiming against the Settlement Fund (now or in the future) through or on behalf of any Releasor, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Releasees from any and all Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim in any lawsuit, arbitration, or other proceeding against any Releasee in any court or venue in any jurisdiction worldwide. Releasors further agree and covenant not to assist any third party in commencing or maintaining any suit against any Releasee related in any way to the Released Claims. Each Releasor shall be deemed to have released all Released Claims against the Releasees regardless of whether any such Releasor ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution

from the Settlement Fund or Net Settlement Fund. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors and other similar claims, without regard to New York's conflict of law principles. This Agreement is expressly intended to absolve Releasees from any claims for contribution, indemnification, or similar claims from other Defendants arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the laws of New York or any other jurisdiction that might be construed or deemed to apply to any claims for contribution, indemnification, or similar claims against any Releasee. Notwithstanding the foregoing, should any court determine that any Defendant is or was legally entitled to any kind of contribution or indemnification from JPMorgan or BOA arising out of or related to Released Claims, the Releasors agree that any money judgment subsequently obtained by the Releasors against any Defendant shall be reduced to an amount such that, upon paying the entire amount, the Defendant would have no claim for contribution, indemnification, or similar claims against JPMorgan or BOA. Except in the event of termination of this Settlement, the Parties agree not to assert under Rule 11 of the Federal Rules of Civil Procedure, or any similar law, rule, or regulation, that the Action was brought or defended in bad faith or without a reasonable basis.

(B) Although the foregoing is not a general release, such release constitutes a waiver of Section 1542 of the California Civil Code (to the extent it applies to the Action), which provides as follows:

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

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

the release shall be irrevocable and remain in effect notwithstanding any mistake of fact or law.

4. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to the Settling Defendants shall be final and entered forthwith.

**IT IS SO ORDERED.**

DATED \_\_\_\_\_

\_\_\_\_\_  
NAOMI R. BUCHWALD  
UNITED STATES DISTRICT JUDGE