

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MERCED IRRIGATION DISTRICT,  
on behalf of itself and all others  
similarly situated,

Plaintiff,

v.

BARCLAYS BANK PLC,

Defendant.

No. 1:15-cv-04878-VM-GWG

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT WITH  
BARCLAYS BANK PLC AND HEARING ON SETTLEMENT APPROVAL**

**If You Held Any Physical or Financial Contract Which Settled Against the  
Intercontinental Exchange or Dow Jones Corporation Published Daily Index Prices for  
Peak or Off-Peak Electricity at either the Mid-Columbia, Palo Verde, South Path 15  
or North Path 15 Electricity Trading Hubs Between November 1, 2006 and  
December 31, 2008, You Could be Affected by a Proposed Class Action Settlement**

*A Federal Court has authorized this Notice. This is not a solicitation from a lawyer or a claims filing service.*

- There is a proposed \$29,000,000 settlement of a class action lawsuit entitled *Merced Irrigation District v. Barclays Bank PLC* (the “Action”), which is pending in the United States District Court for the Southern District of New York. The entity which brought the lawsuit, Merced Irrigation District, is called the “Plaintiff” or “Merced” in this Notice; the company it sued, Barclays Bank PLC, is called the “Defendant” or “Barclays” in this Notice. Barclays has asserted a number of defenses to Plaintiff’s claims, and denies all wrongdoing. Barclays is settling this case solely to avoid the expense, inconvenience, and inherent risk and disruption of litigation.
- This lawsuit concerns Plaintiff’s claims that, during the period November 1, 2006 through December 31, 2008, Barclays engaged in a coordinated scheme, through certain of its energy traders, to unlawfully monopolize, or attempt to unlawfully monopolize, and thereby manipulate the markets for setting certain electricity-related daily index prices at four major western U.S. electricity trading hubs – Mid-Columbia, Palo Verde, South Path 15 and North Path 15. Plaintiff alleges that Barclays manipulated the daily index prices published by the Intercontinental Exchange (“ICE”) and by Dow Jones Corporation (“Dow Jones”) for these same hubs (collectively “Daily Index Prices”), and in doing so violated Section 2 of the Sherman Act and California state law. Plaintiff alleges that, as a result of Barclays’ anticompetitive conduct, Plaintiff and other members of the Settlement Class paid more under contracts for the purchase of physical electricity and under financial contracts that were based on these Daily Index Prices during the periods Barclays manipulated the prices upward than they otherwise would have paid, or received less under contracts for the sale of physical electricity and under financial contracts that were based on these Daily Index Prices during the periods Barclays manipulated the prices downward than they otherwise would have received, absent the anticompetitive conduct. Barclays denies all of Plaintiff’s claims and has asserted a number of defenses to those claims. The Court has not made any decision as to the merits of Plaintiff’s claims.

- Approval of the proposed Settlement by the Court will resolve this class action lawsuit.
- **Your legal rights may be affected by the proposed Settlement.** This Notice includes information on the lawsuit and regarding the Settlement with Barclays. Please read the entire Notice carefully.

<b>Your Legal Rights and Options</b>		
<b>You May:</b>		<b>Due Date</b>
<b>Do Nothing</b>	You do not have to take any action to remain part of the Settlement Class ( <i>See</i> Question 6). If you do nothing, you will be bound by the terms of the Settlement and you will give up any and all Released Claims (as set forth in Question 12) that you may have against the Defendant.	N/A
<b>Submit a Claim Form</b>	If you wish to make a claim against the settlement funds, you will need to complete and submit a Claim Form in order to receive money from the Settlement. ( <i>See</i> Question 9) Please also see Question 12, which describes important aspects of what happens if you choose to stay in the Settlement.	Postmarked by October 18, 2018
<b>Go to the Court's Hearing</b>	Ask the Court for permission to speak about the fairness of the Settlement, the Plan of Allocation, or the Request for Fees, Expenses and Incentive Award. ( <i>See</i> Question 21)	September 14, 2018 at 3:00 p.m.
<b>Object to the Settlement</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation, or the Request for Fees, Expenses and Incentive Award. ( <i>See</i> Question 17) You cannot object to the Settlement if you have excluded yourself from the Settlement Class.	Postmarked by August 25, 2018
<b>Exclude Yourself from the Settlement</b>	Get no payment from the Settlement. ( <i>See</i> Questions 13-14)	Postmarked by July 5, 2018

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

## WHAT THIS NOTICE CONTAINS

### BASIC INFORMATION

1. Why did I get this Notice? ..... 4
2. What is this lawsuit about? ..... 4
3. Who is the Defendant? ..... 5
4. Why is this a class action? ..... 5
5. Why is there a proposed Settlement with the Defendant? ..... 5

### WHO IS AFFECTED BY THE SETTLEMENT

6. How do I know if I am a Settlement Class Member and part of the Settlement? ..... 5
7. What should I do if I am still not sure if I am included? ..... 6

### THE BENEFITS OF THE SETTLEMENT

8. What does the Settlement provide? ..... 6
9. How do I get a payment? ..... 6
10. How much will my payment be? ..... 6
11. When will I receive a payment? ..... 12
12. What am I giving up to get a payment or stay in the Settlement? ..... 12

### EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement? ..... 13
14. If I exclude myself, can I receive money from the Settlement? ..... 13

### THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case? ..... 13
16. How will the lawyers be paid? ..... 14

### OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE REQUEST FOR FEES, EXPENSES AND INCENTIVE AWARD

17. How do I tell the Court that I do not like the Settlement, or the Plan of Allocation or the Request for Fees, Expenses and Incentive Award? ..... 14
18. What is the difference between objecting and excluding yourself? ..... 15

### THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement? ..... 15
20. Do I have to come to the Fairness Hearing? ..... 15
21. May I speak at the Fairness Hearing? ..... 15

### IF YOU DO NOTHING

22. What happens if I do nothing at all? ..... 16

### GETTING MORE INFORMATION

23. Are there more details about the Settlement? ..... 16
24. How do I get more information? ..... 16

## BASIC INFORMATION

### **1. Why did I get this Notice?**

You were sent this Notice because you may have held a physical or financial contract which settled against the ICE or Dow Jones published daily index prices for peak or off-peak electricity at either Mid-Columbia, Palo Verde, South Path 15 or North Path 15 trading hubs between November 1, 2006 and December 31, 2008 and may have been injured by Barclays' alleged manipulation of such index prices during certain months in that period. The Court has directed that this Notice be sent to you because, as a possible member of the Settlement Class, you have the right to know about the Settlement in this class action lawsuit and about all of your options before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, and its impact on your legal rights. A copy of the Settlement Agreement may be obtained as described under Question 24 below.

The judge supervising this case is U.S. District Judge Victor Marrero of the United States District Court for the Southern District of New York. The case is called *Merced Irrigation District v. Barclays Bank PLC*, No. 1:15-cv-04878-VM-GWG.

### **2. What is this lawsuit about?**

Plaintiff claims that, during the period November 1, 2006 through December 31, 2008, Barclays engaged in anticompetitive conduct in violation of the federal antitrust laws and California state law. Plaintiff alleges that, as a result of Barclays' alleged anticompetitive conduct, Plaintiff and other members of the Settlement Class (defined as any individual or entity that held any contract which settled against the ICE or Dow Jones daily index prices for peak or off-peak power at either Mid-Columbia, Palo Verde, South Path 15 or North Path 15 trading hubs during the period November 1, 2006 through December 31, 2008, and was damaged by movements in such index prices allegedly caused by Barclays) (*see* Question 6 below) either paid more under contracts for electricity or under financial electricity-related contracts at the Daily Index Prices than they otherwise would have paid in upward manipulation periods absent the alleged anticompetitive conduct, or received less under contracts for electricity or under financial electricity-related contracts at the Daily Index Prices than they otherwise would have received absent the alleged anticompetitive conduct in downward manipulation periods. Set forth below is a list of the specific upward and downward manipulation periods and related hub and electricity product for the Daily Index Prices affected by the manipulation:

<u>Electricity Trading Hub</u>	<u>Manipulation Period</u>	<u>Electricity Product</u>
<b>UPWARD PRODUCT MANIPULATION PERIODS</b>		
Mid-Columbia	3/1/2007 – 6/30/2007	Off-Peak
Mid-Columbia	3/1/2007 – 4/30/2007	Peak
Mid-Columbia	8/1/2008 – 8/31/2008	Peak
North Path 15	4/1/2007 – 6/30/2007	Peak
Palo Verde	11/1/2006 – 11/30/2006	Peak
Palo Verde	1/1/2007 – 2/28/2007	Peak
Palo Verde	4/1/2007 – 5/31/2007	Peak
Palo Verde	7/1/2007 – 5/31/2008	Peak
Palo Verde	12/1/2008 – 12/31/2008	Peak

<b>DOWNWARD PRODUCT MANIPULATION PERIODS</b>		
Mid-Columbia	6/1/2008 – 6/30/2008	Off-Peak
Mid-Columbia	6/1/2007 – 6/30/2007	Peak
Mid-Columbia	5/1/2008 – 6/30/2008	Peak
North Path 15	12/1/2006 – 12/31/2006	Off-Peak
South Path 15	2/1/2007 – 3/31/2007	Peak
South Path 15	5/1/2007 – 5/31/2007	Peak

Barclays denies all of Plaintiff’s claims and has asserted a number of defenses to those claims.

**3. Who is the Defendant?**

The Defendant is Barclays Bank PLC.

**4. Why is this a class action?**

In a class action, one or more individuals or entities, called “class representatives,” sue on behalf of others who have similar claims. The class representative in this case is Merced, which has been an active participant in this case for three years. The class representative devoted significant time and effort to the case by assisting counsel in its investigation of the claims, collecting and searching its documents for production to the Defendant, responding to written interrogatories served by Defendant, and preparing and sitting for depositions. The class representative and the individuals or entities with similar claims (those who held physical or financial contracts which settled against Daily Index Prices for the specified products (Peak or Off-Peak power) at the specified trading hubs during the specified manipulation periods) are individually “class members,” together comprising a class. The advantage of a class action is that it permits one court to resolve the settlement-related issues for all class members, except those who exclude themselves from the Settlement.

**5. Why is there a proposed Settlement with the Defendant?**

The Defendant has denied all liability and wrongdoing in this case and has asserted a number of defenses to the Plaintiff’s claims. The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. That way, they avoid the cost and risk of further litigation including trial, and the Settlement Class Members affected are given the opportunity to be compensated. The Settlement was reached with the assistance of a nationally prominent mediator. The class representative and Settlement Class Counsel (described in response to Question 15) believe the Settlement is the best result for all class members under the circumstances.

**WHO IS AFFECTED BY THE SETTLEMENT**

To see if you are affected by the Settlement, you first have to determine if you are a Settlement Class Member.

**6. How do I know if I am a Settlement Class Member and part of the Settlement?**

Judge Marrero has decided that, for purposes of the Settlement, there is a Settlement Class consisting of:

Any individual or entity that held any physical or financial contract which settled against the ICE or Dow Jones published daily index prices for peak or off-peak electricity at either Mid-Columbia, Palo Verde, South Path 15 or North Path 15 between November 1, 2006 and December 31, 2008, and was damaged by movements in such index prices allegedly caused by Barclays. This includes (i) injured individuals or entities who paid more under such contracts with respect to the Upward Product

Manipulation Periods listed above, and (ii) injured individuals or entities who received less under such contracts with respect to the Downward Product Manipulation Periods listed above. Excluded from the Settlement Class are Barclays and any present or former parent, subsidiary, affiliate, agent or employee of Barclays.

### 7. What should I do if I am still not sure if I am included?

If you are still not sure if you are a Settlement Class Member, you can ask for free help. See Question 24 below.

## THE BENEFITS OF THE SETTLEMENT

### 8. What does the Settlement provide?

Under the Settlement, the Defendant has agreed to pay \$29,000,000 in cash (the “Settlement Fund”).

### 9. How do I get a payment?

If you are a Settlement Class Member and do not exclude yourself from the Settlement, you may be eligible to receive a payment from the Settlement Fund. **To qualify for a payment, you must send in a Claim Form, which is enclosed with this Notice.** Please read the instructions carefully.

You must fill out the Claim Form and include all the information the form asks for. Be sure to sign it, and mail it by first class mail in the enclosed envelope postmarked no later than October 18, 2018 to the address below.

You may also submit a Claim Form electronically no later than 11:59 p.m. Eastern Time on October 18, 2018 by following the instructions set forth at [www.WesternHubElectricitySettlement.com](http://www.WesternHubElectricitySettlement.com).

*Merced Irrigation District v. Barclays Bank PLC* Claims Administrator  
c/o KCC Class Action Services  
P.O. Box 404000  
Louisville, KY 40233-4000  
1-866-673-9669

If the Court approves the Settlement (*see* “The Court’s Fairness Hearing” at Questions 19-21, below), payments from the Settlement Fund will be distributed at a later date to Settlement Class Members who submit valid and timely claims and who qualify for a payment pursuant to the Plan of Allocation described below. In the interim, you should maintain all of your records of all physical and financial electricity-related contracts that settled based on Daily Index Prices at the four trading hubs during the period between November 1, 2006 and December 31, 2008.

There are specialized companies that may offer to fill out and file your claim in return for a percentage of the value of your claim. The Court has not authorized any of these companies to contact you. Before you sign a contract with one of these companies, you should examine the claim-filing process set forth here, and decide whether using a specialized company is worth the cost. You can always seek help, free of charge, from the Claims Administrator or Settlement Class Counsel.

### 10. How much will my payment be?

Settlement Class Counsel has proposed a Plan of Allocation describing the division of the Settlement Fund among Settlement Class Members.

Part of the Settlement Fund will be used to pay claims administration expenses approved by the Court. Settlement Class Counsel, with permission of the Court, will also deduct from the Settlement Fund attorneys’ fees and out-of-pocket costs and expenses incurred during the litigation, as well as an incentive award for the class representative, whose participation and contribution to the case is described in response to Question 4 above.

## PLAN OF ALLOCATION

If the Settlement described in this Notice is approved by the Court and becomes final (is not appealed or is not overturned on appeal), the Net Settlement Fund (\$29 million less Court-approved attorneys' fees and expenses and incentive award) shall be distributed to members of the Settlement Class, as defined above, who submit a timely and valid Proof of Claim and Release form ("Claimants") and who qualify for a payment as described below.

If you are a Claimant, your entitlement to a share of the Net Settlement Fund will depend on the extent to which you were damaged by movements in the Daily Index Prices published by ICE and/or Dow Jones for peak or off-peak power at the four Western United States electricity trading hubs known as Mid-Columbia, Palo Verde, South Path 15 and North Path 15 ("Western Hubs") allegedly caused by Barclays during the upward and/or downward alleged manipulation periods in the table below (the "Product Manipulation Periods").

### PRODUCT MANIPULATION PERIODS

Western Hub	Manipulation Period	Product	Manipulation Impact on ICE Daily Index Per MWh	Manipulation Impact on Dow Jones Daily Index Per MWh
-------------	---------------------	---------	--	--

#### *Upward Product Manipulation Periods*

Mid-Columbia	3/1/2007 - 6/30/2007	Off-Peak	\$12.23	\$12.97
Mid-Columbia	3/1/2007 - 4/30/2007	Peak	\$1.66	\$1.61
Mid-Columbia	8/1/2008 – 8/31/2008	Peak	\$1.66	\$1.61
North Path 15	4/1/2007 – 6/30/2007	Peak	\$2.94	\$3.11
Palo Verde	11/1/2006 – 11/30/2006	Peak	\$3.53	\$3.37
Palo Verde	1/1/2007 – 2/28/2007	Peak	\$3.53	\$3.37
Palo Verde	4/1/2007 – 5/31/2007	Peak	\$3.53	\$3.37
Palo Verde	7/1/2007 – 5/31/2008	Peak	\$3.53	\$3.37
Palo Verde	12/1/2008 – 12/31/2008	Peak	\$3.53	\$3.37

#### *Downward Product Manipulation Periods*

Mid-Columbia	6/1/2007 – 6/30/2007	Peak	\$9.54	\$9.58
Mid-Columbia	5/1/2008 – 6/30/2008	Peak	\$9.54	\$9.58
Mid-Columbia	6/1/2008 – 6/30/2008	Off-Peak	\$8.26	\$7.35
North Path 15	12/1/2006 – 12/31/2006	Off-Peak	\$3.03	\$4.26
South Path 15	2/1/2007 – 3/31/2007	Peak	\$0.84	\$0.11
South Path 15	5/1/2007 – 5/31/2007	Peak	\$0.84	\$0.11

The extent to which you may have been damaged will depend on the amount and nature of your positions in financial and/or physical contracts that were based on the Daily Index Prices during the alleged manipulation periods and the financial impact to the Daily Index Prices as calculated by Plaintiff's economics expert in the two right-hand columns in the table above.

### INFORMATION NEEDED TO DETERMINE INJURED AND BENEFITTED VOLUMES

As explained in the Proof of Claim and Release form enclosed with this Notice, each Settlement Class Member seeking to become a Claimant is required to conduct a diligent search for and provide the following information for each Product Manipulation Period identified above.

**A. For Each Upward Product Manipulation Period Identified in the Chart Above:**

1. Identify

- (x) the ascertainable physical and financial contract volumes in megawatt-hours (MWh's) with respect to which the Claimant *paid* a price set by the ICE or Dow Jones Daily Index Price, respectively, for the indicated hub and product (Peak or Off-Peak) (these will be the "ICE-Based *Injured* Volumes" and "Dow Jones-Based *Injured* Volumes" (collectively "*Injured* Volumes") for the indicated Upward Product Manipulation Period), *and*
- (y) the ascertainable physical and financial contract volumes with respect to which the Claimant *received* a price set by the ICE or Dow Jones Daily Index Price, respectively, for the indicated hub and product (these will be the "ICE-Based *Benefitted* Volumes" and the "Dow Jones-Based *Benefitted* Volumes" (collectively "*Benefitted* Volumes") for the indicated Upward Product Manipulation Period).

2. State (Yes or No)

- After conducting a diligent search, state whether Claimant (i) has retained records necessary to determine whether and the full extent to which it held ICE-Based and Dow Jones-Based contracts that *benefitted* from Barclays' manipulation with respect to such Upward Product Manipulation Period, as set forth in (y) immediately above, (ii) has retained records necessary to determine the full amount of volumes covered by all such contracts and (iii) has provided such amount in its Claim Form (such claim amount may be zero), with respect to such Upward Product Manipulation Period.
- If Claimant is unable to certify "Yes" to all of the foregoing, there may be a downward adjustment to its claim for such Upward Product Manipulation Period, as described in the section below entitled "For Claimants Unable to Provide Complete Information Regarding Their Benefitted Volumes."

**B. For Each Downward Product Manipulation Period Identified in the Table Above:**

1. Identify

- (x) the ascertainable physical and financial contract volumes (in MWh's) with respect to which the Claimant *received* a price set by the ICE or Dow Jones Daily Index Price, respectively, for the indicated hub and product (these will be the "ICE-Based *Injured* Volumes" and the "Dow Jones-Based *Injured* Volumes" (collectively "*Injured* Volumes") for the indicated Downward Product Manipulation Period), *and*
- (y) the ascertainable physical and financial contract volumes with respect to which the Claimant *paid* a price set by the ICE or Dow Jones Daily Index Price, respectively, for the indicated hub and product (these will be the "ICE-Based *Benefitted* Volumes" and the "Dow Jones-Based *Benefitted* Volumes" (collectively "*Benefitted* Volumes") for the indicated Downward Product Manipulation Period).

2. State (Yes or No)

- After conducting a diligent search, state whether Claimant (i) has retained records necessary to determine whether and the full extent to which it held ICE-Based and Dow Jones-Based contracts that *benefitted* from Barclays' manipulation with respect to such Downward Product Manipulation Period, as set forth in (y) immediately above, (ii) has retained records necessary to determine the full amount of volumes covered by all such contracts, and (iii) has provided such amount in its Claim Form (such claim amount may be zero) with respect to such Downward Product Manipulation Period.
- If Claimant is unable to certify "Yes" to all of the foregoing, there may be a downward adjustment to its claim for such Downward Product Manipulation Period, as described in the section below entitled "For Claimants Unable to Provide Complete Information Regarding Their Benefitted Volumes."

In addition to identifying all Injured Volumes for each Product Manipulation Period, a Claimant is required to conduct a diligent search to identify all Benefitted Volumes in each Product Manipulation Period and to (i) enter the volume results thereof on the table in the Proof of Claim and Release form to the extent they are ascertainable and (ii) answer Yes or No as to whether Claimant retained complete records such that it can certify that such volumes represent all Benefitted Volumes that the Claimant had for the corresponding Product Manipulation Period. This amount may be zero for some or all periods.

Based on the Dow Jones and/or ICE based Injured Volumes and Benefitted Volumes information provided by Claimants as described above in A.1. and B.1 (as adjusted for any incomplete Benefitted Volumes as described below), and the manipulation impact monetary amounts in the above table, the amount of a Claimant's claim (before any *pro rata* adjustments) ("Eligible Claim Amount") will be calculated as follows:

### **FOR CLAIMANTS HAVING COMPLETE INFORMATION REGARDING THEIR BENEFITTED VOLUMES<sup>1</sup>**

For each Product Manipulation Period in which the Claimant held a contract that settled on the ICE Daily Index and/or Dow Jones Daily Index during the manipulation period for the indicated product, the amount by which the Claimant was damaged or benefitted by Barclays' alleged manipulation for such period and product will be calculated as follows:

**Step 1:** Subtract (x) the Benefitted Volumes from (y) the Injured Volumes to determine the "Net Injured/Benefitted Volumes" separately for each ICE and Dow Jones daily index based product during each Product Manipulation Period (the resulting numbers may be negative).

**Step 2:** Multiply (x) the Net Injured/Benefitted Volumes for each ICE and Dow Jones daily index based product by (y) the corresponding applicable "Dollar Amount per MWh Manipulation Impact on ICE Daily Index" or "Dollar Amount per MWh Manipulation Impact on Dow Jones Daily Index," to calculate the "Net Injury/Benefit" separately for the ICE daily index based products and the Dow Jones daily index based products in each Product Manipulation Period, and then sum the two numbers to determine the "Net Injury/Benefit" for the Product Manipulation Period (the resulting numbers may be negative).

**Step 3:** Then add the Net Injury/Benefits for all of the Product Manipulation Periods above. If the resulting sum is positive, that amount shall be the Claimant's Eligible Claim Amount. If the resulting sum is zero or negative, the Claimant's Eligible Claim Amount will be 0.

### **EXAMPLE OF CALCULATION OF ELIGIBLE CLAIM AMOUNT – COMPLETE BENEFITTED VOLUME INFORMATION**

For example, if a Claimant had complete information for the positions identified below during the indicated Product Manipulation Periods, the Claimant's Eligible Claim Amount would be calculated as follows:

---

<sup>1</sup> This formula applies to all Claimants who enter "Yes" in all rows in the "ICE-Based and Dow Jones-Based Benefitted Volumes Complete?" column on the Claim Form Table. For Claimants who enter "No" one or more times in the Claim Form Table, this formula will apply but as modified in accordance with the section immediately below entitled "For Claimants Unable To Provide Complete Information Regarding Their Benefitted Volumes."

<b>Western Hub, Product, and Manipulation Period</b>	<b>ICE / DJ</b>	<b>Injured Volumes</b>	<b>Benefitted Volumes</b>	<b>Net Injured or (Net Benefitted) Volumes</b>	<b>Price Impact</b>	<b>Net Dollar Injury or (Benefit)</b>
Mid-Columbia Peak 03/01/07 – 04/30/07	ICE	50,000	4,000	46,000	\$1.66	\$76,360
	DJ	-0-	-0-			
Mid-Columbia Peak 08/01/08 – 08/31/08	ICE	75,000	-0-	75,000	\$1.66	\$124,500
	DJ	75,000	-0-	75,000	\$1.61	\$120,750
North Path 15 Peak 04/01/07-06/31/07	ICE	-0-	-0-			
	DJ	150,000	70,000	80,000	\$3.11	\$248,800
Mid-Columbia Peak 06/01/07 – 06/30/07	ICE	25,000	20,000	5,000	\$9.54	\$47,700
	DJ	-0-	-0-			
Palo Verde Peak 05/01/07 – 05/31/07	ICE	8,000	12,000	(4,000)	\$3.53	(\$3,360)
	DJ	-0-	-0-			
<b>ELIGIBLE CLAIM AMOUNT</b>						<b>\$614,750</b>

**FOR CLAIMANTS UNABLE TO PROVIDE COMPLETE INFORMATION REGARDING THEIR BENEFITTED VOLUMES**

For any Product Manipulation Period in which the Claimant is unable to certify that it has complete records necessary to determine the full extent to which it had ICE *and* Dow Jones-based *Benefitted Volumes*,<sup>2</sup> the “Net Injured or Net Benefitted Volumes” for *each of* the ICE and Dow Jones categories in such Product Manipulation Period will in each case be the *lesser* of

- (i) The Claimant’s “Net Injured/Benefitted Volumes” for such category in such Product Manipulation Period calculated in Step 1 of the above calculation (under the preceding section entitled “For Claimants Having Complete Information Regarding Their Benefitted Volumes”), *or*
- (ii) 10% of the Claimant’s “Injured Volumes” for such category in such Product Manipulation Period.

By way of further explanation, and without limiting the foregoing, the “Net Injured/Benefitted Volumes,” so calculated for each of the ICE-Based and Dow Jones-Based categories in such Product Manipulation Period in accordance with the formula in the immediately foregoing sentence, shall then be multiplied by the corresponding applicable “Dollar Amount per MWh Manipulation Impact on ICE Daily Index” or “Dollar Amount per MWh Manipulation Impact on Dow Jones Daily Index,” to determine the “Net Injury/Benefit” for each ICE-Based and Dow Jones-Based category in such Product Manipulation Period.

The Claimant’s Eligible Claim Amount will in all other respects be determined in accordance with the formula in the preceding section entitled “For Claimants Having Complete Information Regarding Their Benefitted Volumes.”

This potential downward adjustment to the “Net Injured/Benefitted Volumes” pursuant to the first paragraph of this section is intended to allow a Claimant who has reported net Injured Volumes during a Product Manipulation Period, but is *unable* to certify that it has retained the records necessary to determine the full extent to which it also had ICE or Dow Jones *benefitted* volumes during that Product Manipulation Period, to nevertheless submit an eligible claim for net injured volumes for that Product Manipulation Period, although in a potentially reduced amount in light of hedging practices of market participants. The adjustment assures that the net claims for the given Product Manipulation Period where the full amount of benefitted volumes is not ascertainable by the Claimant does not exceed 10% of the relevant gross Injured Volumes reported by the Claimant for that Period.

<sup>2</sup> And the Claimant is therefore required to answer “No” in the “ICE-Based Benefitted Volumes and Dow Jones-Based Benefitted Volumes Complete?” column in the Claim Form Table for such Product Manipulation Period.

**EXAMPLE OF CALCULATION OF ELIGIBLE CLAIM AMOUNT –  
INCOMPLETE BENEFITTED VOLUME INFORMATION**

For example, in several of the Product Manipulation Periods below the Claimant has partial or otherwise incomplete records to determine the *full extent* to which it had ICE *and/or* Dow Jones based Benefitted Volumes in such Product Manipulation Period (and therefore is required to enter “No” in the “ICE-Based Benefitted Volumes and Dow Jones-Based Benefitted Volumes Complete?” column in the Claim Form Table for such Product Manipulation Period). The Claimant’s Eligible Claim Amount would be calculated as follows:

<b>Western Hub, Product, and Manipulation Period</b>	<b>ICE / DJ</b>	<b>Injured Volumes</b>	<b>Benefitted Volumes</b>	<b>Net Injured or (Net Benefitted) Volumes</b>	<b>Price Impact</b>	<b>Net Dollar Injury or (Benefit)</b>
Palo Verde Peak 01/01/07 – 02/28/07	ICE	100,000	-0- Incomplete Information**	10,000** Downward adjustment to 10% of Injured Volumes.	\$3.53	\$35,300
	DJ	-0-	-0-			
South Path 15 Peak 02/01/07 – 03/31/07	ICE	7,500	10,000 Incomplete Information**	(2,500)** No downward adjustment made because 10% of Injured Volumes cap not exceeded.	\$0.84	(\$2,100)
	DJ	-0-	-0-			
Mid-Columbia Peak 03/01/07 – 04/30/07	ICE	300,000	50,000	250,000	\$1.66	\$415,000
	DJ	-0-	-0-			
Mid-Columbia Peak 05/01/08 – 06/30/08	ICE	-0-	500 Incomplete Information**	(500)** No downward adjustment made because 10% of Injured Volumes cap not exceeded.	\$9.54	(\$4,770)
	DJ	10,000	2,000	1,000** Downward adjustment to 1,000 made because 10% of Injured Volumes cap exceeded for this category, and ICE-based Benefitted Volumes Information (above) is incomplete for this Manipulation Period.	\$9.58	\$9,580
<b>ELIGIBLE CLAIM AMOUNT</b>						<b>\$453,010</b>

\*\* In each of these Product Manipulation Periods the Claimant has (as indicated with an \*\*) incomplete records to determine the *full extent* to which it had ICE and/or Dow Jones based Benefitted Volumes in such Product Manipulation Period (and therefore is required to enter “No” in the “ICE-Based Benefitted Volumes and Dow Jones-Based Benefitted Volumes Complete?” column in the Claim Form Table for such Product Manipulation Period). As set forth above, *in such cases* the “Net Injured/Benefitted Volumes” for *both* the ICE and Dow Jones categories in such Product Manipulation Period shall be the *lesser* of (i) the corresponding Injured Volumes minus the corresponding reported ascertainable Benefitted Volumes for such category in that Product Manipulation Period reported by Claimant, *or* (ii) 10% of the corresponding Injured Volumes reported for such category in that Product Manipulation Period.

**DETERMINATION OF THE AMOUNT OF PAYMENTS TO  
EACH CLAIMANT THAT HAS BEEN DAMAGED ON A NET BASIS**

Calculation of Payment to each Claimant with a positive Eligible Claim Amount:

$$\text{Payment} = \text{Eligible Claim Amount} \times (\text{Net Settlement Fund} / \text{Total Eligible Claims}^*)$$

\* Total Eligible Claims is defined as the total of all Eligible Claim Amounts submitted by all Claimants.

No Claimant, however, will be entitled to receive an amount equal to more than three times its positive Eligible Claim Amount. Any amount remaining in the Net Settlement Fund, after all of the above distributions, shall be distributed to a Section 501(c)(3) charitable organization with a goal that relates to or addresses the types of harms arising from the conduct alleged in the Action, to be designated by the Merced Irrigation District and as approved by the Court.

As further described below, if a Settlement Class Member excludes itself from the Settlement Class, it will not be able to share in the distribution from the Settlement Fund.

**11. When will I receive a payment?**

The Settlement Fund will be distributed to Settlement Class Members who submit a timely and valid Claim Form and who are entitled to a payment in accordance with the Plan of Allocation after claims are processed by the Court-approved Claims Administrator and the Court has authorized distribution. This process is expected to take several months from the date the Court finally approves the Settlement.

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

Unless you exclude yourself from the Settlement, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case.

**Specifically, if you do not exclude yourself from the Settlement, the Settlement is approved by the Court and that approval becomes final, you (called the “Releasing Parties”) will be deemed to have released the Defendant and certain of its related entities and persons (called the “Released Parties”), as follows:** Upon the Effective Date (the date after Court approval when the Court’s approval of the Settlement becomes final) and in consideration of payment of the Settlement Amount into the Escrow Account, Releasing Parties shall be deemed to and do completely remise, release, acquit, and forever discharge Released Parties from any and all claims, including Unknown Claims (as defined in the Settlement Agreement), demands, actions, suits, injuries, and causes of action, *parens patriae* actions, cross-claims, counter-claims, charges, judgments, obligations, debts, setoffs, rights of recovery, liabilities, or damages of any nature, whenever or however incurred (whether actual, punitive, treble, compensatory, or otherwise), including claims for costs, fees, expenses, penalties, and attorneys’ fees, whether class or individual, regardless of whether those claims currently exist, are known, or have matured, that the Releasing Parties, or any of them, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively, or in any other capacity against any of the Released Parties, whether in law or equity or otherwise, that was alleged or could have been alleged in the Action based on, arising out of or relating in any way to any conduct, act, or omission alleged in the Action, from the beginning of time until the Execution Date, including, without limitation, any such claim under any federal or state antitrust, anti-manipulation, unfair competition, unfair practices, fraud, racketeering, price discrimination, unjust enrichment, unitary pricing or trade practice law (the “Released Claims”). Please see Section D of the Settlement Agreement for additional information regarding the Release.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to bring your own suit, or continue your own suit, against the Defendant and Released Parties about the legal issues being resolved in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or sometimes referred to as “opting out.” If you “opt out” of the Settlement, you will not receive any payment from the Settlement Fund.

### **13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter saying that you want to be excluded from the Settlement. **The letter must include the following information:**

- A statement indicating that you want to be excluded from the Settlement.
- The case name: *Merced Irrigation District v. Barclays Bank PLC*, No. 1:15-cv-04878-VM-GWG (S.D.N.Y.).
- Your name, address, telephone number, and your signature.
- All trade names or business names and all addresses you or your business have used, as well as those of any subsidiaries or affiliates who are requesting to be excluded from the class.
- Documents sufficient to describe your holdings in contracts which settled against the ICE or Dow Jones published daily index prices for peak or off-peak electricity at either Mid-Columbia, Palo Verde, South Path 15 or North Path 15 during the time periods identified in the table in response to Question 2, above.

Your letter must be postmarked by July 5, 2018 and sent to:

*Merced Irrigation District v. Barclays Bank PLC* Claims Administrator  
c/o KCC Class Action Services  
P.O. Box 404000  
Louisville, KY 40233-4000  
1-866-673-9669

**If you ask to be excluded from the Settlement, you will not get any payment from the Settlement Fund for the Settlement and you cannot object to the Settlement.**

Unless you exclude yourself, if the Settlement is approved by the Court, you give up any right to sue the Defendant and Released Parties for the claims the Settlement resolves as described in response to Question 12, above. If you have a pending lawsuit against the Defendant involving the Released Claims, speak to your lawyer in that case immediately. You must exclude yourself from the Settlement Class in order to continue your own lawsuit against the Defendant.

### **14. If I exclude myself, can I receive money from the Settlement?**

No. If you decide to exclude yourself from the Settlement Class, you will not be able to receive money from the proposed Settlement.

## THE LAWYERS REPRESENTING YOU

### **15. Do I have a lawyer in this case?**

Yes. The Court has appointed the law firms of Cera LLP and Klafter Olsen & Lesser LLP (referred to here as “Settlement Class Counsel”) to represent the Settlement Class, and for purposes of the Settlement. If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Settlement, you may hire one at your own expense.

## **16. How will the lawyers be paid?**

You are not personally responsible for payment of attorneys' fees or the out-of-pocket costs and expenses incurred by Settlement Class Counsel and other counsel representing Plaintiff. Settlement Class Counsel will ask the Court to approve an award of up to one-third (33%) of the Settlement Fund (which is up to \$9,666,666) for attorneys' fees, as well as reimbursement from the Settlement Fund, not to exceed \$1,500,000, for Settlement Class Counsel's and other Plaintiff's counsels' out-of-pocket costs and expenses, which included significant expert witness fees, incurred in the prosecution of the lawsuit. An additional amount not to exceed \$600,000 may be expended from the Settlement Fund, subject to the approval of the Court, for the administration of claims and to verify compliance with the Plan of Allocation, which will include the review and analysis of supporting information submitted by Claimants. Settlement Class Counsel and other counsel representing Plaintiff have prosecuted this Action for over three years on a fully contingent basis and therefore have not been paid in any way for their considerable efforts to date. Settlement Class Counsel will also seek an incentive award of up to \$150,000 for the entity which served as the class representative while the case was pending (whose role and contribution to the case is described in response to Question 4, above).

### OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION OR THE REQUEST FOR FEES, EXPENSES AND INCENTIVE AWARD

You can tell the Court that you do not agree with the Settlement, or some part of the Settlement, or the Plan of Allocation, or the Request for Fees, Expenses and Incentive Award.

## **17. How do I tell the Court that I do not like the Settlement, or the Plan of Allocation or the Request for Fees, Expenses and Incentive Award?**

You can only object if you are a member of the Settlement Class and have not opted out of the Settlement Class. You can object if you do not like any part of the Settlement, and/or if you disagree with the Plan of Allocation and/or the Request for Fees, Expenses and Incentive Award. You should give reasons for your objection(s). The Court will consider your views, but the Settlement, Plan of Allocation and Request for Fees, Expenses and Incentive Award may still be approved despite your objection(s).

To object, you must send a letter to the Court that includes the following:

- A statement indicating that you object to the Settlement, and/or the Plan of Allocation and/or the Request for Fees, Reimbursement of Expenses, Payment of Incentive Award in *Merced Irrigation District v. Barclays Bank PLC*, No. 1:15-cv-04878-VM-GWG (S.D.N.Y.)
- Your name, address, telephone number, and your signature.
- The reasons you object.
- Proof of your membership in the Settlement Class, including documents sufficient to describe your holdings in contracts which settled against the ICE or Dow Jones published daily index prices for peak or off-peak electricity at either Mid-Columbia, Palo Verde, North Path 15, or South Path 15 between November 1, 2006 and December 31, 2008 during the months identified in the table in response to Question 2, above.

You must mail the objection to the Court at the following address, postmarked by August 25, 2018:

Clerk of the Court  
United States District Court  
for the Southern District of New York  
500 Pearl Street  
New York, NY 10007-1312

You must also mail copies of the objections to all of the following attorneys, postmarked by August 25, 2018:

<p>Solomon B. Cera, Esq. Cera LLP 595 Market Street, Suite 2300 San Francisco, CA 94105</p> <p>Jeffrey A. Klafter, Esq. Klafter Olsen &amp; Lesser LLP 2 International Drive, Suite 350 Rye Brook, NY 10573</p> <p>Settlement Class Counsel</p>	<p>Boris Bershteyn, Esq. Skadden, Arps, Slate, Meagher &amp; Flom LLP Four Times Square New York, NY 10036-6522</p> <p>William R. Barksdale, Esq. Skadden, Arps, Slate, Meagher &amp; Flom LLP 1440 New York Avenue, N.W. Washington, DC 20005</p> <p>Counsel for Barclays Bank PLC</p>
---	---

**18. What is the difference between objecting and excluding yourself?**

Objecting is simply telling the Court that you do not like something about the Settlement, or about the Plan of Allocation, or about the Request for Fees, Expenses or Incentive Award. You can object to the Settlement only if you stay in the Settlement. Excluding yourself, or “opting out,” means that you are removing yourself from the Settlement Class and you will have no right to proceeds from the Settlement. If you exclude yourself, you also have no right to object to the Settlement, because the Settlement no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement, the Plan of Allocation, and the Request for Fees, Expenses and Incentive Award. You may, but need not, attend the Fairness Hearing. If you do attend you may ask for the Court’s permission to speak (*see* response to Question 21 for instructions), but you do not have to participate in the Fairness Hearing if you do attend.

**19. When and where will the Court decide whether to approve the Settlement?**

Judge Marrero will hold a Fairness Hearing at 3:00 p.m. on September 14, 2018, at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312. The Fairness Hearing may be moved to a different date or time without additional notice, so you should check the settlement website at [www.WesternHubElectricitySettlement.com](http://www.WesternHubElectricitySettlement.com) before making travel plans. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Plan of Allocation and the Request for Attorneys’ Fees, Reimbursement of Expenses, and Payment of an Incentive Award. Judge Marrero will listen to Settlement Class Members who have asked to speak at the Fairness Hearing. If there are objections or comments, the Court will consider them at that time. At or after the Fairness Hearing, the Court will decide whether to approve the Settlement, the Plan of Allocation and the Request for Attorneys’ Fees, Reimbursement of Expenses, and Payment of an Incentive Award. We do not know how long the Court will take to make its decision.

**20. Do I have to come to the Fairness Hearing?**

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

**21. May I speak at the Fairness Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you must send a letter (called a “Notice of Intention to Appear”) stating the following:

- “Notice of Intention to Appear in *Merced Irrigation District v. Barclays Bank, PLC*, No. 1:15-cv-04878-VM-GWG (S.D.N.Y.)”
- The position you will take and your reasons.
- Your name, address, telephone number, and your signature.
- Proof of your membership in the Settlement Class, as set forth in response to Question 17, above.

Your Notice of Intention to Appear must be mailed to the Court at the following address postmarked by August 25, 2018:

Clerk of the Court  
 United States District Court  
 for the Southern District of New York  
 500 Pearl Street  
 New York, NY 10007-1312

You must also mail copies of the Notice of Intention to Appear to all of the attorneys listed in Question 17, above, no later than August 25, 2018.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you do nothing and you are a member of the Settlement Class (see definition in Question 6) you will remain in the Settlement Class for the Settlement, and you will be bound by its terms, including the release described in response to Question 12 above and set forth in Section D of the Settlement Agreement. If you remain in the Settlement Class, to qualify for a payment **you must send in a Claim Form**, which is enclosed with this Notice. See the discussion under Question 9 above for further information.

**GETTING MORE INFORMATION**

**23. Are there more details about the Settlement?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement, copies of which can be obtained by visiting [www.WesternHubElectricitySettlement.com](http://www.WesternHubElectricitySettlement.com).

Settlement Class Counsel will file a motion for final approval of the Settlement, the Plan of Allocation and the Request for Attorneys’ Fees, Reimbursement of Expenses, and Payment of an Incentive Award that will contain additional information. These papers are currently due to be filed by August 15, 2018 and can be obtained by visiting [www.WesternHubElectricitySettlement.com](http://www.WesternHubElectricitySettlement.com) thereafter.

**24. How do I get more information?**

If you have questions or want more information, you may visit the official settlement website at [www.WesternHubElectricitySettlement.com](http://www.WesternHubElectricitySettlement.com), contact the Claims Administrator toll free at 1-866-673-9669, or write to either of the following Settlement Class Counsel:

Solomon B. Cera, Esq. Cera LLP 595 Market Street, Suite 2300 San Francisco, CA 94105 <a href="http://www.cerallp.com">www.cerallp.com</a>	Jeffrey A. Klafter, Esq. Klafter Olsen & Lesser LLP 2 International Drive, Suite 350 Rye Brook, NY 10573 <a href="http://www.klafterolsen.com">www.klafterolsen.com</a>
---	---

DATED: May 21, 2018

BY ORDER OF THE COURT  
 UNITED STATES DISTRICT COURT FOR  
 THE SOUTHERN DISTRICT OF NEW YORK