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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re BANK OF NEW YORK MELLON  
CORPORATION FALSE CLAIMS ACT FOREIGN  
EXCHANGE LITIGATION,

*Ex rel.* FX ANALYTICS, LOS ANGELES COUNTRY  
EMPLOYEE RETIREMENT ASSOCIATION, LOS  
ANGELES DEPARTMENT OF WATER & POWER  
RETIREMENT PLAN, SAN DIEGO COUNTY  
EMPLOYEES RETIREMENT ASSOCIATION, AND  
STANISLAUS COUNTY EMPLOYEE RETIREMENT  
ASSOCIATION,

Plaintiff/Relator/Intervenors,

v.

THE BANK OF NEW YORK MELLON  
CORPORATION, BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., and  
DOES 1 through 100, inclusive,

Defendants.

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No. C 11-05683 WHA

**NOTICE REQUESTING  
SUPPLEMENTAL  
SUBMISSIONS  
RE DEFENDANTS'  
MOTION TO DISMISS**

On February 13, defendants moved to dismiss plaintiffs' complaint pursuant to FRCP 12(b)(6) and (3). A hearing was held on defendants' motion to dismiss on March 1. Two issues raised in the briefs were not adequately addressed therein or at the hearing. Accordingly, counsel shall provide supplemental briefs of no more than five pages by **NOON ON MARCH 12, 2012**, limited to the following issues:

1           1. Defendants' motion alleges valid and enforceable forum selection  
2 clauses contained in defendants' custody agreements with the LACERA,  
3 Stanislaus County, and San Diego County funds.

4           (a) Do plaintiffs dispute the existence of valid,  
5 enforceable forum selection clauses in the governing agreements?

6           (b) Counsel shall provide authority for why the clauses  
7 should or should not be enforced where an action is brought *on*  
8 *behalf of* the parties pursuant to the CFCA.

9           (c) Do the parties dispute enforceability of the forum  
10 selection clauses over non-CFCA state law claims? If so, counsel  
11 shall submit relevant authority to support their respective  
12 positions.

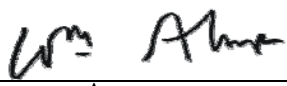
13           2. Defendants' motion further alleges the existence of a mandatory  
14 dispute resolution clause in their custody agreement with LACERA.

15           (a) Do plaintiffs dispute the existence of a valid,  
16 enforceable, mandatory dispute resolution clause in the governing  
17 agreement between LACERA and defendants?

18           (b) Each party shall submit signed affidavits and  
19 supporting documents showing what dispute resolution processes,  
20 if any, have been employed, and if any of these processes are  
21 pending.

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: March 6, 2012.

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28 WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE