

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement¹ is entered into by and among plaintiffs Richard Mason, Alexander Elterman, Ratiek Lowery, Robert Wilbert, and John Nixon (collectively, “**Plaintiffs**” or “**Class Representatives**”), for themselves and on behalf of the Settlement Class, and defendants FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments (collectively, “**Fidelity**” or “**Defendants**”) (and Plaintiffs/Class Representatives together with Fidelity/Defendants are defined as “**the Parties**”), subject to preliminary and final Court approval. As provided herein, Defendants and the Class Representatives hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against the Defendants in connection with the Data Security Incident as alleged in the action titled *In re: Fidelity Data Breach Litigation*, pending in the United States District Court for the District of Massachusetts (No. 1:24-cv-12601-LTS), shall be settled, compromised, and released upon the terms and conditions contained herein.

I. RECITALS

A. Between August 17, 2024 and August 19, 2024, a third party accessed Fidelity’s computer network and obtained certain information without authorization. Based on a subsequent forensic investigation, Fidelity determined that the unauthorized third party potentially accessed certain personal information of Plaintiffs and the Settlement Class Members (the “**Data Security Incident**”).

B. Fidelity determined that approximately 77,099 individuals were required to be notified of the Data Security Incident under applicable U.S. state laws or, in the case of individuals located outside of the U.S., applicable foreign laws. On or around October 9, 2024, Fidelity began the process of providing notice to individuals located in the U.S. for whom it was able to locate an address. In addition, Fidelity has identified approximately 86,000 other individuals or joint accountholders who had a financial account and routing number implicated, but whom Fidelity determined were not subject to state-law notification requirements.

C. On February 10, 2025, after having filed separate actions, the Class Representatives, on behalf of themselves and all others similarly situated, filed a Consolidated Class Action Complaint (the “**Action**”) in the United States District Court for the District of Massachusetts, captioned *In re Fidelity Investments Data Breach Litigation*, Lead Case No. 1:24-cv-12601-LTS. The Class Representatives asserted claims against Defendants for (i) negligence; (ii) breach of implied contract; (iii) breach of the implied covenant of good faith and fair dealing; (iv) unjust enrichment; (v) violation of the Massachusetts Consumer Protection Act; (vi) violation of the California Consumer Privacy Act; (vii) violation of the California Customer Records Act;

¹ Unless provided elsewhere, all capitalized terms shall have the meaning set forth in Section II of this Agreement.

(viii) violation of the California Unfair Competition Law; and (ix) violation of New York General Business Law § 349.

D. On April 11, 2025, Fidelity filed a Motion to Dismiss Plaintiffs' claims in their entirety. On June 10, 2025, Plaintiffs filed their Response in Opposition to the Motion to Dismiss. On July 1, 2025, Fidelity filed a Reply in Support of the Motion to Dismiss.

E. Shortly after the completion of briefing on the Motion to Dismiss, the Parties began discussing possible settlement negotiations and informal discovery. On August 25, 2025, the Court stayed all litigation proceedings to allow the Parties time to participate in formal mediation. Thereafter, Fidelity provided Plaintiffs with informal discovery and the Parties prepared detailed mediation statements.

F. On October 23, 2025, counsel for the Parties participated in a full-day mediation session before mediator Hon. Wayne Andersen of JAMS. While the mediation did not result in a resolution, the Parties continued their negotiations in the days thereafter through the assistance of Judge Andersen. Eventually, the Parties reached an agreement in principle. The terms of this agreement are memorialized in this Settlement Agreement, which was negotiated in good-faith and at arms' length by capable and experienced counsel with full knowledge of the law, facts, and the inherent risks of litigation.

G. The Parties did not discuss Attorneys' Fees and Expense Awards, or Service Awards for the Class Representatives prior to reaching an agreement as to the material terms of the relief for the Settlement Class. Discussion was limited to the creation of a common fund, defined further below as the Settlement Fund.

H. Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Fidelity through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Action. They have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

I. Fidelity denies each and every claim and contention alleged against it in the Action. Fidelity denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. Fidelity, moreover, denies that the Action or any action related to the Data Security Incident could be litigated as a class action. Nonetheless, Fidelity has taken into account the uncertainty and risks inherent in any litigation. Fidelity has concluded that further defense of the

Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

J. The Parties now agree to settle this Action in its entirety, without any admission of liability with respect to all Released Claims of the Settlement Class. The Parties intend this Agreement to bind the Class Representatives, Defendants, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled, compromised, and dismissed on the merits and with prejudice as to Defendants, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1. “**Action**” means or refers to the matter titled *In re Fidelity Investments Data Breach Litigation*, Lead Case No. 1:24-CV-12601-LTS, pending in the United States District Court for the District of Massachusetts.

2. “**Agreement**” or “**Settlement Agreement**” means this Settlement Agreement and Release, including its attached Exhibits (which are an integral part of this Settlement Agreement and Release and are incorporated in their entirety herein by reference).

3. “**Attorneys’ Fees and Expenses Award**” means the amount awarded by the Court, if any, to be paid to Class Counsel from the Settlement Fund, with such amount, if any, to be in full and complete satisfaction of Class Counsel’s claim or request for payment of attorney’s fees, costs, disbursements, and compensation in the Action.

4. “**California Subclass**” means Settlement Class Members, as defined in paragraphs 37-38 below, within California. Excluded from the Settlement Class are the Judge assigned to this Action, the Judge’s immediate family, Court staff, the officers and directors of Defendants, and persons who timely and validly request exclusion from the Settlement Class.

5. “**California Subclass Member**” shall mean an individual who falls within the definition of the California Subclass.

6. “**Claims Deadline**” means the deadline by which a Claim Form must be postmarked or submitted electronically to the Settlement Website, in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be ninety (90) days after the Notice Deadline.

7. “**Claim Form**” or “**Claim**” means the form Settlement Class Members must submit to be eligible for relief under the terms of the Settlement, the proposed form of which is attached hereto as **Exhibit A**.

8. “**Class Counsel**” means:

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108

Lori G. Feldman
HECHT PARTNERS LLP
125 Park Avenue, 25th Floor
New York, New York 10017²

9. “**Class List**” shall mean a list compiled by the Settlement Administrator that shall include all persons identified by Defendants to be Settlement Class Members, and whose full name and current or last known address (if available) and email (if available) is provided to the Settlement Administrator by Defendants. Defendants shall provide the Class List to the Settlement Administrator within ten (10) days after the Court’s entry of the Preliminary Approval Order.

10. “**Class Representatives**” or “**Plaintiffs**” means plaintiffs Richard Mason, Alexander Elterman, Ratiek Lowery, Robert Wilbert, and John Nixon.

11. “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code. § 1798.100, *et seq.*

12. “**CCPA Payment**” means a cash payment made to a California Subclass Member in the amount of \$50.00 in recognition of the claim under the CCPA that the California Subclass has brought, to the extent the California Subclass Member submits a Valid Claim for the CCPA Payment.

13. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs in the Action.

14. “**Court**” means the United States District Court for the District of Massachusetts.

15. “**Data Security Incident**” means the data security incident affecting Fidelity on or around August 17, 2024 through August 19, 2024.

16. “**Defendants’ Counsel**” means:

² On February 21, 2026 George Feldman McDonald, PLLC filed its Notice of Change of Firm Affiliation, Address and Email Designation [DE 58]. So, while the name of the firm is now Hecht Partners LLP, the attorneys responsible for this matter are identical.

Jack W. Pirozzolo
SIDLEY AUSTIN LLP
60 State Street, 36th Floor
Boston, MA 02109

Eamon P. Joyce
SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, NY 10019

17. **“Effective Date”** means the date when this Agreement becomes final, which is the latest of (i) thirty (30) days after the Final Approval Order is entered if no notice of appeal or motion tolling the time for appeal is filed, or, (ii) if any appeal is filed, fifteen (15) days after an order by the highest appealable court affirming the Final Approval Order without material change or dismissing or otherwise disposing of the appeal with prejudice.

18. **“Final Approval”** means the date that the Court enters an order and judgment granting final approval of the Settlement and dismissing the Action with prejudice, and determines the Attorneys’ Fees and Expenses Award to Class Counsel and the amount of the Service Awards. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

19. **“Final Approval Order”** means the order and judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

20. **“Long Form Notice”** means the content of the notice substantially in the form as **Exhibit B**, the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

21. **“Net Settlement Fund”** means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards payments approved by the Court, and (iv) the Attorneys’ Fees and Expenses Award approved by the Court.

22. **“Notice”** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement, including **Exhibit B** (Long Form) and **Exhibit C** (Short Form), and is consistent with the requirements of Due Process.

23. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement

Class Member, and administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

24. “**Notice Date**” and “**Notice Deadline**” mean sixty (60) days after the Court has entered the Preliminary Approval Order.

25. “**Notice Program**” means the notice methods provided for in this Agreement and consists of (1) Notice to all Settlement Class Members via one or more summary postcard notice(s) via United States Postal Service or via email and (2) Notice posted on the Settlement Website. The forms of Notice shall be substantially in the forms attached as **Exhibit B** (Long Form) and **Exhibit C** (Short Form) to this Agreement and approved by the Court, and the Notice Program shall be affected in substantially the manner provided in Section VIII.

26. “**Objection Deadline**” means sixty (60) days after the Notice Deadline.

27. “**Opt-Out Deadline**” means sixty (60) days after the Notice Deadline.

28. “**Participating Settlement Class Member**” means a Settlement Class Member who submits a Valid Claim.

29. “**Preliminary Approval Order**” means an order preliminarily approving the Settlement, directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement, and determining that the Court will likely be able to certify the Settlement Class and California Subclass for purposes of judgment, the proposed form of which is attached as **Exhibit D**.

30. “**Released Claims**” means any and all past, present, and future claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Action, or in any court, tribunal, or proceeding by or on behalf of the Class Representatives or any Settlement Class Members, arising out of, or relating to the Data Security Incident, and which have been asserted or could have been asserted against any of the Released Parties (defined below) whether based on federal, state, local, statutory, common law, or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the Final Approval Order. Released Claims shall not include the right of Class Representatives, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement.

31. “**Released Parties**” means Fidelity, and any and all of its present, past, or future direct or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries, and its owners, associates, employers, employees, agents, consultants,

contractors, independent contractors, vendors, insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, clients, customers, administrators, bankruptcy trustee(s), financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, general or limited partners of the aforementioned Released Parties, any Fidelity managed entities, and any and all other individuals or entities in which Fidelity has a controlling interest or that are affiliated with it, or any other representatives of any of these persons and entities.

32. **“Releasing Parties”** means the Class Representatives, any Settlement Class Member who does not timely and properly opt out from the Settlement, and any person claiming or receiving a benefit under this Settlement, and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, and agents.

33. **“Reminder Notice”** means a notice, substantially in the form of the Short Form Notice. The Settlement Administrator shall also have the option, if requested by Class Counsel, to send a Reminder Notice to Settlement Class Members who have not yet submitted a Claim Form, with such Reminder Notice to be sent, if at all, thirty (30) days prior to the Claims Deadline. Any such Reminder Notice shall be sent via email to individuals in the Settlement Class and California Subclass for whom Defendants possess email addresses, and via postcard to individuals in the Settlement Class and California Subclass for whom Defendants possess physical addresses and do not possess an email address for.

34. **“Service Award”** means an amount to be awarded by the Court that is intended to compensate the Class Representatives for their efforts in the litigation and commitment on behalf of the Settlement Class.

35. **“Settlement”** means this settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement, including the exhibits hereto.

36. **“Settlement Administrator”** presumptively means Simpluris, Inc. as selected by the Parties to serve as the Settlement Administrator. In the absence of agreement, either Class Counsel or Defendants may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the Settlement Administrator.

37. **“Settlement Class”** means all individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose financial account number and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number

compromised, only one claim is permitted under the settlement). Excluded from the Settlement Class are the Judge assigned to this Action, the Judge's immediate family, Court staff, the officers and directors of Defendants, and persons who timely and validly request exclusion from the Settlement Class.

38. **"Settlement Class Member"** shall mean an individual who falls within the definition of the Settlement Class.

39. **"Settlement Fund"** shall mean the sum of two million five hundred thousand dollars and 00/100 cents (\$2,500,000.00) that Defendants agree to pay to resolve the claims of the Settlement Class, and to fund all relief to the Settlement Class as described herein, including the Notice and Administrative Expenses, Service Awards, and the Attorneys' Fees and Expenses Award, this being the full and complete limit and extent of Defendants' obligations with respect to the Settlement.

40. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment from the Settlement Fund to Class Members who submitted Valid Claims from the Settlement Administrator.

41. **"Settlement Website"** means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including access this Agreement, the Notice, Preliminary Approval Order, the Claim Forms, the Consolidated Complaint filed in the Action and such other documents as Class Counsel and Defendants agrees to post or that the Court orders posted on the website. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendants. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least five (5) business days after the last payment or credit under this Settlement is made or the Settlement is terminated.

42. **"Short Form Notice"** means the postcard notice that will be mailed or emailed to each available Class Member attached as **Exhibit C**.

43. **"Taxes and Tax-Related Expenses"** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Fidelity with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

44. **"United States"** as used in this Settlement Agreement includes the District of Columbia and all territories.

45. **"Unknown Claims"** means any of the Released Claims that either Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if

known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any statute of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

46. “**Valid Claims**” means Claims submitted by a Settlement Class Member to the Settlement Administrator prior to the Claims Deadline that indicate the Settlement Class Member’s Settlement benefit election and provides the Settlement Administrator with correct information for disbursement of the Claim, or that are found to be valid through the Agreement’s Disputes process.

III. SETTLEMENT CLASS

47. For Settlement purposes only, the Parties agree that the Court should certify the Settlement Class and the California Subclass.

48. For the purposes of determining membership in the Settlement Class, Defendants have identified individuals who fit within the class definition of “[a]ll individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement”, as well as other individuals or joint accountholders (*i.e.*, instances where a single financial account and routing number are associated with two people) whose financial account and routing number were exposed in the Data Security Incident. It is intended that these approximately 155,000 individuals or joint accountholders shall constitute the members of the Class.

49. Plaintiffs will move for certification of the Class contemporaneously with their motion for Preliminary Approval of the Settlement. For purposes of this Settlement only,

Defendants agree not to contest certification of the Class. Should the Settlement not be approved, Defendants reserve all rights and defenses on the merits and as to class certification.

IV. SETTLEMENT FUND

50. **Establishment of Settlement Fund.** Within seven (7) days of the Effective Date, Defendants will cause to be paid to the Settlement Administrator to fund the relief provided under the Settlement Agreement: the sum of two million five hundred thousand dollars (\$2,500,000.00), minus the amounts advanced for Notice and Administrative Expenses as described in the next sentence. Within thirty (30) days of the entry of the Preliminary Approval Order by the Court, Defendants will cause to be paid three hundred thousand dollars and 0/100 cents (\$300,000.00) from the Settlement Fund (the “Settlement Payment”) to the Escrow Account to defray the Notice and Administrative Expenses. Settlement Administrator shall provide Defendants with an invoice and W-9 within ten (10) days of the entry of the Preliminary Approval Order. To the extent this Settlement Agreement is not finally approved, Defendants will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with Settlement Administration. Following Defendants’ payment of the Settlement Fund monies as described herein, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Escrow Account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

51. **Escrow Account.** The Settlement Payment is to be deposited into an interest-bearing bank escrow account administered by the Settlement Administrator (the “Escrow Account”). The Escrow Account shall be held in a Qualified Settlement Fund (defined below).

52. **Interest.** All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

53. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated.

54. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund (QSF) from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a QSF from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account

and must be insured by the Federal Deposit Insurance Corporation. The Settlement Administrator shall select the financial institution at which the QSF is to be created and held, subject to approval of the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

55. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Agreement.

56. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expense Awards; (v) Reimbursement for Documented Monetary Losses; (vi) Identity Theft Protection and Credit Monitoring, and (vii) Cash Payments to the Settlement Class Members. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

57. **Taxes and Representations.** The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than five hundred and ninety-nine dollars and 00/100 cents (\$599.00) fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (*i.e.*, capped at five hundred and ninety-nine dollars and 00/100 cents (\$599.00) or withholding necessary taxes and sending the remainder to the Settlement Class Member).

V. **BENEFITS TO SETTLEMENT CLASS MEMBERS**

58. The Settlement Administrator will agree to make the following benefits available to Settlement Class Members who submit valid and timely claim forms from the Settlement Fund. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

- a. **Reimbursement of Documented Monetary Losses:** The Parties will create a claims process through which all Settlement Class Members may submit a claim form for reimbursement of documented monetary losses, fairly traceable to the Data Security Incident up to \$5,000 per Settlement Class Member ("Documented Monetary Losses"). Documented Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees,

accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. Settlement Class Members with Documented Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

- b. **Identity Theft Protection and Credit Monitoring:** All Settlement Class Members may submit a claim for two (2) years of single-bureau credit monitoring and at least \$1,000,000 of fraud/identity theft insurance. Settlement Class Members must affirmatively request Identity Theft Protection and Credit Monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.
- c. **Pro Rata Cash Payment:** All Settlement Class Members may submit a claim for a Pro Rata Cash Payment estimated at \$100 per claimant. The final amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorney's Fees and Expenses Award, Service Awards, Notice and Administrative Expenses, costs of Identity Theft Protection and Credit Monitoring, claims for Documented Monetary Losses, and claims for CCPA Payments. There will be no maximum payment amount for Pro Rata Cash Payments.
- d. **CCPA Payment.** Additionally, California Subclass Members may submit a claim for a fifty-dollar (\$50.00) cash payment for the CCPA claim they have brought as California residents against Defendants. The CCPA Payment may be *pro rata* decreased if insufficient funds remain following the payment of any Attorneys' Fees and Expenses Award, any Service Awards, Notice and Administrative Expenses, claims for Documented Monetary Losses, and the costs for Identity Theft Protection and Credit Monitoring.
- e. **Business Practice Enhancements:** Plaintiffs have received assurances that Defendants have taken certain reasonable steps to further secure its systems following the Data Security Incident, and Defendants have taken and are continuing to take certain measures with respect to the account holders associated with data accessed in the Data Security Incident. These steps include the implementation of the following: in instances where potentially unauthorized activity has been detected, conducting a review for potential links between the detected activity and the Data Security Incident, which has continued throughout this litigation and will continue for two years from the date of the

Data Security Incident, and requiring multi-factor authentication at login for account holders if not previously enabled.

Defendants have performed and will continue to perform the review described above for the period stated above. All costs and expenses incurred in implementing these business practice commitments shall be incurred by Defendants separate and apart from the Settlement Fund.

59. **Assessing Claims for Documented Monetary Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Documented Monetary Losses reflects valid losses actually incurred that are fairly traceable to the Data Security Incident but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after the date of the Data Security Incident; and (ii) whether the personal information used to commit identity theft or fraud consisted of the same type of personal information that was potentially accessed from Fidelity’s systems. Costs expended after August 17, 2024, for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after August 17, 2024 shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

60. **Disputes.** To the extent the Settlement Administrator determines a Claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

61. **Notice and Administration Expenses.** The Settlement Fund amount provided by Defendants, or on behalf of Defendants, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties agree to review competitive bids for the Notice and Administration Expenses, all in order to contain the administration costs while still providing effective notice to the Class. Notice and Administrative Expenses shall be paid through the Settlement Fund.

62. Defendants will reasonably cooperate on establishing the appropriateness of the Settlement, including, but not limited to, a full Class List that identifies Settlement Class Members and their addresses to the extent available.

63. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Valid Claims for Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

64. The Settlement Fund represents the total extent of Defendants' monetary obligations under the Settlement Agreement. Defendants shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

65. **Payment Timing.** Payments for Valid Claims for reimbursement for Documented Monetary Losses, Pro Rata Cash Payments, and CCPA Payments shall be issued in the form of an electronic payment, or upon request, a check mailed ("Settlement Check"), within thirty (30) days after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. Activation codes for the Identity Theft Protection and Credit Monitoring shall be emailed or mailed within the same thirty (30) days.

66. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

67. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

68. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

69. **Unclaimed Funds.** No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than one hundred and fifty (150) days after the distribution of Settlement payments to the Settlement Class Members, or thirty (30) days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be divided pro rata and disbursed in a secondary distribution to the Class Members who submitted Valid Claims for a Pro Rata Cash Payment, except that if the remaining monies (after covering additional costs of administration) are insufficient to provide a secondary distribution of at least five dollars and no/100 cents (\$5.00) per eligible recipient, then the remaining monies shall be distributed as required by state law or to the non-profit organization National Cybersecurity Alliance as a *cy pres* distribution.

70. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator shall reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and proof of Participating Settlement Class Member's estate and after consultation with Class Counsel.

VII. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS

71. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator via return postcard, electronically via the Settlement Website or otherwise physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

72. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of five thousand dollars and no/100 cents (\$5,000.00) for Documented Monetary Loss payments made under the Settlement. Participating Settlement Class Members may submit claims for Documented Monetary Loss Payments or Pro Rata Cash Payments, and CCPA Payments.

73. **Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Net Settlement Fund to make payments for Valid Claims for Documented Monetary Losses, then to fund Valid Claims for Identity Theft Protection and Credit Monitoring, and then to CCPA Payments. The Settlement Administrator shall then utilize the remaining funds to make pro rata distributions for Pro Rata Cash Payments.

74. **Pro-Rata Contingencies.** In the event that the aggregate amount of all claims for settlement benefits exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for benefits do not exceed the Net Settlement Fund. In the event that the aggregate amount of Valid Claims for all benefits does not total the Net Settlement Fund, then the value of each Participating Settlement Class Members' Cash Payment shall be increased on a pro rata basis such that the aggregate value of all Valid Claims to the greatest extent feasible, exhaust the Net Settlement

Fund. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

VIII. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

75. **Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Fidelity shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via summary postcard to Settlement Class members identified on the Settlement Class List via email or U.S. mail. In addition, if Class Counsel requests, the Settlement Administrator shall provide a Reminder Notice to any member of the Settlement Class or California Subclass who has yet to opt-out or to submit a Claim Form at least thirty (30) days before the Claims Deadline.

76. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not submit a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

77. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by filing written objections with the Court no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR

78. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;

- b. Obtaining the Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and/or email;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call and obtain pre-recorded answers to frequently asked questions, and leave a message to which the Settlement Administrator will respond within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members (including processing payments);
- h. Receiving Requests for Exclusion from Settlement Class Members and providing Class Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel;
- i. After the Effective Date, processing and transmitting Settlement Payments and sending emails with Identity Theft and Credit Monitoring activation codes to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel and Defendants' Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

79. **Limitation of Liability.** The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

80. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendants' Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Program and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

81. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and the occurrence of the Effective Date. Should: (1) the Settlement not receive Final Approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Fidelity reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

82. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval, to permit issuance of class notice of the Settlement and for certification of the Settlement Class with the Court within ten (10) business days.

83. **Final Approval.** After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) days before the Final Approval Hearing, the Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.

84. **Final Approval Hearing.** The Parties will recommend the Final Approval Hearing be scheduled no earlier than one hundred (100) days after the entry of the Preliminary Approval Order.

85. **Appearances at Final Approval Hearing.** Any Settlement Class Member who wishes to appear at the Final Approval hearing must mail to the Court or file a notice of appearance

in the Action by the Objection Deadline, as well as take actions required in the Long Notice or as otherwise required by the Court.

86. **Request for Final Approval Order.** The Parties shall ask the Court to enter a Final Approval Order including the following provisions:

- a. A finding that the Notice Program fully and accurately informs all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with Federal Rule of Civil Procedure 23, the United States Constitution, and any other applicable law;
- b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement have been made, or a finding that all timely objections have been considered and overruled;
- c. Approval of the Settlement, as set forth in this Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith and ordering the parties to perform the Settlement in accordance with the terms of this Agreement;
- d. A finding that neither the Final Approval Order, the Settlement, or the Agreement constitutes an admission of liability by the Parties;
- e. A finding that Plaintiffs shall have been deemed to fully and finally release, relinquish, and discharge the Released Parties from the Released Claims;
- f. A finding that all Settlement Class Members who have not properly opted out of the Settlement Class are, following entry of the Final Approval Order, deemed to have fully and finally released, relinquished, or discharged the Released Parties from the Released Claims; and
- g. If and when the Final Approval Order is entered, the claims against Defendants in the Action shall be dismissed with prejudice.

87. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

88. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within seven (7) days of: (1) the Court’s refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of any of the following: (i) the Court’s refusal to enter the Final Approval Order in any material respect, or (ii) the date upon which the Final Approval Order is modified or reversed in any material respect by any appellate or other court.

89. **Discretionary Termination.** Notwithstanding the above, if more than 100 members of the Settlement Class exclude themselves from the Settlement Class (i.e., opt-out), Defendants, in their sole discretion, may terminate this Settlement Agreement. Defendants will bear all costs for which they are responsible under this settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. For the avoidance of doubt, Defendants will not be obligated to pay Attorneys’ Fees and Expenses Award or Service Awards if Defendants terminate the settlement under this provision.

90. **Effect of Termination.** In the event of a termination as provided herein, this Agreement shall be considered null and void; all of the Parties’ obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

XII. RELEASES

91. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Releasing Parties shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

92. **Unknown Claims.** The Released Claims include the release of Unknown Claims (as defined in Section II). Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or

equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Released Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

93. Each Releasor waives any and all claims, defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

94. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

95. **Release of Class Representatives and Class Counsel.** As of the Effective Date, Fidelity and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representatives and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

96. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasing Parties shall be enjoined from prosecuting any Released Claims in any proceeding against Defendants and/or the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, the Released Parties shall be enjoined from prosecuting any Released Claim in the preceding paragraphs in any proceeding against Settlement Class Representative and Class Counsel or based on any actions taken by Settlement Class Representative and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XII. SERVICE AWARDS

97. **Service Awards.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a Service Award payment for the Class Representatives in recognition for their contributions to this Action. Fidelity agrees not to oppose Class Counsel's request for a service award not to exceed two thousand five hundred dollars and 00/100 cents (\$2,500.00) per representative. The Settlement Administrator shall make the Service Award payments to the Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

98. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

XIV. ATTORNEYS' FEES, COSTS, EXPENSES

99. **Attorneys' Fees and Expenses Award.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an Attorneys' Fees and Expenses Award to be paid from the Settlement Fund. Fidelity agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed one-third of the Settlement Fund plus reimbursement of litigation costs and expenses which Class Counsel expects not to exceed forty-five thousand dollars and 00/100 cents (\$45,000.00). Prior to the disbursement or payment of the Attorneys' Fees and Expenses Award, Class Counsel shall provide the Settlement Administrator a properly completed and duly executed IRS Form W-9.

100. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Attorneys' Fees and Expenses Award amongst Class Counsel and any other attorneys for Plaintiffs. Fidelity shall have no liability or other responsibility for allocation of any such Attorneys' Fees and Expenses Award.

101. **No Effect on Agreement.** The Parties agree that the Court's approval or denial of any request for an Attorneys' Fees and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the settlement. Any reduction to the Attorneys' Fees and Expenses Award shall not operate to terminate or cancel this Settlement Agreement.

102. **Payment.** The Attorneys' Fees and Expenses Award ordered by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than fourteen (14) days after the Effective Date.

XV. NO ADMISSION OF LIABILITY

103. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

104. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Fidelity in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVI. MISCELLANEOUS

105. **Integration of Exhibits.** The exhibits to this Agreement are a material part of the Settlement and are incorporated and made a part of the Agreement.

106. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

107. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

108. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

109. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

110. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Fidelity.

111. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

112. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

113. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

114. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

115. **Confidentiality.** The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and only for purposes of the Action and Settlement. The Parties agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any comments, or statements concerning the Parties or this Agreement, except as required in connection with court proceedings to seek and defend the approval of the Settlement. Nothing in the Agreement, including any non-disclosure provision, prohibits or restricts Plaintiffs, any Settlement Class Member or any other person (or Class Counsel) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, any other self-regulatory organization or any other state or federal regulatory authority, regarding this Settlement or its underlying facts or circumstances.

116. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Massachusetts, without regard to the principles thereof regarding choice of law.

117. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

118. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108

Lori G. Feldman
HECHT PARTNERS LLP
125 Park Avenue, 25th Floor
New York, NY 10017

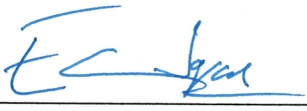
All notices to Fidelity provided for herein, shall be sent by overnight mail and email to:

Jack W. Pirozzolo
SIDLEY AUSTIN LLP
60 State Street, 36th Floor
Boston, MA 02109

Eamon P. Joyce
SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, NY 10019

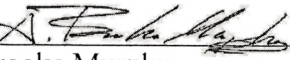
The notice recipients and addresses designated above may be changed by written notice.

119. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

By: 
Eamon P. Joyce
SIDLEY AUSTIN LLP

March 10, 2026
Date: _____

Counsel for Defendants

By: 
A. Brooke Murphy
MURPHY LAW FIRM

Date: 3/10/2026

By: _____
Lori G. Feldman
HECHT PARTNERS, LLP

Date: _____

Interim Co-Lead Class Counsel

Lori G. Feldman
HECHT PARTNERS LLP
125 Park Avenue, 25th Floor
New York, NY 10017

All notices to Fidelity provided for herein, shall be sent by overnight mail and email to:

Jack W. Pirozzolo
SIDLEY AUSTIN LLP
60 State Street, 36th Floor
Boston, MA 02109

Eamon P. Joyce
SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, NY 10019

The notice recipients and addresses designated above may be changed by written notice.

119. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

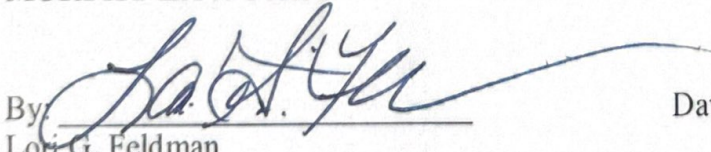
By: _____
Eamon P. Joyce
SIDLEY AUSTIN LLP

Date: _____

Counsel for Defendants

By: _____
A. Brooke Murphy
MURPHY LAW FIRM

Date: _____

By:  _____
Lori G. Feldman
HECHT PARTNERS, LLP

Date: 3/10/2026

Interim Co-Lead Class Counsel

EXHIBIT A

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: “All individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose financial account number and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the Settlement).”

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s immediate family and Court staff; (2) Fidelity’s officers and directors; and (3) anyone who validly excludes themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Fidelity will establish a Settlement Fund of \$2,500,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

BENEFITS

Reimbursement of Documented Monetary Losses. If you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 17, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses such as:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost of gasoline to travel to and from banks or other locations to rectify identify theft or fraud
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, such as bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Security Incident.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Pro Rata Cash Payment. All Class Members may claim a one-time *pro rata* cash payment. This payment is expected to be **\$100.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

CCPA Payment (California residents only). Settlement Class Members who are California residents may claim a payment related to the California Consumer Privacy Act (CCPA) claim brought against Fidelity. This payment is expected to be **\$50.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Fidelity Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

Identity Theft Protection and Credit Monitoring. All Settlement Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- dark web postings
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form, and submit it by U.S. mail. An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

You must submit your Claim Form online, by mail, or by email no later than **[Claims Deadline]**.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City _____ State _____ Zip Code _____

Email Address

Phone Number

Data Breach Notice ID (if known)

II. IDENTITY THEFT PROTECTION AND CREDIT MONITORING

☐ Check this box if you would like to enroll in two years of CyEx Financial Shield Complete.

III. REIMBURSEMENT OF DOCUMENTED MONETARY LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. PRO RATA CASH PAYMENT

☐ Check this box if you want to claim a *pro rata* cash payment estimated at \$100.00.

V. CCPA PAYMENT (CALIFORNIA RESIDENTS ONLY)

☐ Check this box if you are a **California resident** and want to claim a one-time \$50.00 cash payment.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**

Email address, if different than you provided in Section 1: _____

☐ **Venmo**

Mobile number, if different than you provided in Section 1: _____

☐ **Zelle**

Email address or mobile number, if different than you provided in Section 1: _____

☐ **Virtual Prepaid Card**

Email address, if different than you provided in Section 1: _____

☐ **Physical Check**

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Fidelity Investments Data Breach Litigation

Case No. 1:24-CV-12601-LTS

United States District Court for the District of Massachusetts

IF YOU PREVIOUSLY RECEIVED NOTICE OF, OR HAD YOUR FINANCIAL ACCOUNT AND ROUTING NUMBER COMPROMISED IN, THE AUGUST 2024 FMR LLC D/B/A FIDELITY INVESTMENTS DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments (collectively, “Fidelity” or “Defendants”) in a class action lawsuit. This case relates to an incident that occurred between August 17 and August 19, 2024 where a third party accessed and obtained certain information without authorization on Fidelity’s computer network (the “Data Security Incident”).
- The lawsuit is called *In re: Fidelity Investments Data Breach Litigation*, Case No. 1:24-CV-12601-LTS. It is pending in the United States District Court for the District of Massachusetts (the “Litigation”).
- Fidelity denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Fidelity’s records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Fidelity.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The United States District Court for the District of Massachusetts has authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *In re: Fidelity Investments Data Breach Litigation*, Case No. 1:24-CV-12601-LTS. It is pending in the United States District Court for the District of Massachusetts. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the companies they sued, FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that, between August 17 and August 19, 2024, a third party accessed and obtained certain information without authorization on Fidelity’s computer network. Based on a subject forensic investigation, Fidelity determined that the unauthorized third party potentially accessed certain personal information. The personal information varied by individual and may have contained names, Social Security numbers, financial account information, and/or driver’s license information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Richard Mason, Alexander Elterman, Ratiek Lowery, Robert Wilbert, and John Nixon. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: “All individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose account number and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the Settlement).”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s immediate family and Court staff; (2) Fidelity’s officers and directors; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Fidelity Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Fidelity will establish a Settlement Fund of \$2,500,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below.

BENEFITS

Reimbursement of Documented Monetary Losses. If you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$5,000.00**. The losses must have occurred between August 17, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

- postage to contact banks by mail
- cost of gasoline to travel to and from banks or other locations to rectify identify theft or fraud

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Security Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Pro Rata Cash Payment. All Class Members may claim a *pro rata* cash payment. This payment is expected to be **\$100.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

CCPA Payment (California residents only). Class Members who are California residents may claim a payment for the California Consumer Privacy Act (CCPA) claim brought against Fidelity. This payment is **\$50.00**. However, this amount may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

Identity Theft Protection and Credit Monitoring. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- dark web postings
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Fidelity Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the Settlement Class, you will not be able to be part of any other lawsuit against Fidelity about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XII) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Fidelity Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys A. Brooke Murphy of Murphy Law Firm, and Lori G. Feldman of Hecht Partners LLP to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to one-third of the Settlement Fund as reasonable attorneys' fees, plus up to \$45,000.00 to reimburse costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Fidelity on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *In re: Fidelity Investments Data Breach Litigation*, Case No. 1:24-CV-12601-LTS, pending in the United States District Court for the District of Massachusetts;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Fidelity Data Security Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *In re: Fidelity Investments Data Breach Litigation*, Case No. 1:24-CV-12601-LTS, pending in the United States District Court for the District of Massachusetts;
- (2) your full name, mailing address, telephone number, and email address;
- (3) whether the objection applies only to you, or to other Class Members, as well;
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered, you must submit your complete objection to the Clerk of Court by **[OBJECTION DATE]**.

Clerk of the Court	
Clerk of the Court [Court Address]	

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the United States District Court for the District of Massachusetts, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Nothing in the Settlement Agreement, including any non-disclosure provision, prohibits or restricts you from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA, any other self-regulatory organization or any other state or federal regulatory authority, regarding this Settlement or its underlying facts or circumstances.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Fidelity Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT C - Postcard Notice

Fidelity Data Security Incident Settlement
c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

First-Class
Mail
US Postage
Paid
Permit # _____

***In re: Fidelity Investments Data Breach
Litigation***

Case No. 1:24-CV-12601-LTS

**OUR RECORDS INDICATE YOU MAY BE
ELIGIBLE FOR A CASH PAYMENT AND
OTHER BENEFITS FROM A CLASS ACTION
SETTLEMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
S S C E
FOR COMPLETE INFORMATION.



«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments (collectively, "Fidelity") in a class action lawsuit ("Settlement"). The case relates to an incident that occurred between August 17 and August 19, 2024 where a third party accessed and obtained certain information without authorization on Fidelity's computer network (the "Data Security Incident"). Fidelity's records indicate that your personal information may have been impacted in the Data Security Incident.

Fidelity denies it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks and delays of continued litigation.

Who is included in the Settlement?

The Court has defined the class as: "All individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose account and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the Settlement.)"

What are the Settlement benefits?

You can claim one or more of the following benefits.

All Class Members can claim two years of **Identity Theft Protection and Credit Monitoring**. All Class Members can

get a *pro rata* cash payment, estimated at **\$100**. Class Members who are **California residents** can also get an additional one-time payment of **\$50**. Additionally, if you have documented losses, you can get back up to **\$5,000**.

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming reimbursement for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Fidelity for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to one-third of the Settlement Fund as attorneys' fees, up to \$45,000.00 to reimburse costs of litigation, and \$2,500 as service awards for each of the Plaintiffs. You may

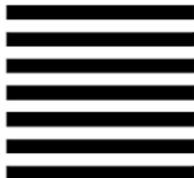
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Fidelity Data Security Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



«First1» «Last1»

Complete this Claim Form, tear at perforation, and return by U.S.

Login ID: «LoginID»

«Addr1» «Addr2»

Mail no later than **«Claims Deadline»**.

PIN: «PIN»

«City», «St» «Zip»

INSTRUCTIONS: Use this card to submit your claim for two years of **Identity Theft Protection and Credit Monitoring**, and/or a **Pro Rata Cash Payment** and/or a **CCPA Payment (California residents only)**.

To claim reimbursement for documented losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

You may select **any or all** of the below benefits, as applicable.

☐

Check this box to claim two years of Identity Theft Protection and Credit Monitoring.

☐

Check this box to claim a Pro Rata Cash Payment estimated at \$100.00.

☐

Check this box if you are a **California resident** and want to claim a one-time \$50.00 cash payment.

How would you like to be paid:

Check **one**: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address **LEGIBLY** and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT C - Email Notice

TO: «Email Address»
FROM: “Fidelity Data Security Incident Settlement” «info@[SettlementWebsite].com»
SUBJECT: Fidelity Data Security Incident Settlement – You are Eligible to File a Claim

LEGAL NOTICE

In re: Fidelity Investments Data Breach Litigation
Case No. 1:24-CV-12601-LTS
United States District Court for the District of Massachusetts

**OUR RECORDS INDICATE YOU MAY BE ELIGIBLE FOR A CASH PAYMENT
AND OTHER BENEFITS FROM A CLASS ACTION SETTLEMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments (collectively, “Fidelity”) in a class action lawsuit relating to an incident that occurred between August 17 and August 19, 2024 where a third party accessed and obtained certain information without authorization on Fidelity’s computer network (the “Data Security Incident”). Fidelity’s records indicate that your personal information may have been impacted in the Data Security Incident.

Fidelity denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks and delays of continued litigation.

Who is included in the Settlement? The Court has defined the class as: “All individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose account and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the Settlement).”

What are the Settlement benefits? You can claim one or more of the following benefits.

All Class Members can claim two years of **Identity Theft Protection and Credit Monitoring**. All Class Members can get a *pro rata* cash payment of approximately **\$100.00**. Class Members who are **California residents** can also get an additional one-time payment of **\$50.00**. Additionally, if you have documented losses, you can get back up to **\$5,000.00**.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue Fidelity for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to one-third of the Settlement Fund as reasonable attorneys' fees, up to \$45,000.00 to reimburse costs of litigation, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-[XXX-XXX-XXXX] or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

EXHIBIT D

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE FIDELITY INVESTMENTS DATA
BREACH LITIGATION

Lead Case No: 1:24-CV-12601-LTS

This Document Relates To:

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter comes before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Notice Plan (“Motion”). The Court has reviewed the Motion and the class Settlement Agreement (“Agreement”) entered into by Plaintiffs and Defendants FMR LLC d/b/a Fidelity Investments and Fidelity Brokerage Services LLC d/b/a Fidelity Investments (collectively, “Fidelity” or “Defendants”) (together with Plaintiffs, the “Parties”), and it finds that the Motion should be **GRANTED**.¹

1. The Court does hereby preliminarily and conditionally approve, for settlement purposes only, the following Settlement Class and California Subclass:

Nationwide Class. All individuals within the United States of America to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose financial account number and routing number were exposed in the Data Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the settlement).

California Subclass. All California residents to whom Fidelity provides notice of the Data Security Incident under relevant state law before the Notice Deadline associated with this Settlement, and all other individuals within the United States whose financial account number and routing number were exposed in the Data

¹ Unless otherwise stated, all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

Security Incident (where joint accountholders had a single financial account number and routing number compromised, only one claim is permitted under the settlement).

Excluded from the Settlement Class are the Judge assigned to this Action, the Judge's immediate family, Court staff, the officers and directors of Defendants, and persons who timely and validly request exclusion from the Settlement Class.

2. The Settlement provides that Fidelity will pay \$2,500,000.00 to establish a non-reversionary Settlement Fund that will be used to cover any settlement benefits, Costs of Claims Administration, any Attorneys' Fees and Expenses Award, and any Service Award to Class Representatives. The Settlement also requires Fidelity to implement and/or maintain certain Business Practice Enhancements, with the cost of such being incurred by Fidelity separate from the Settlement Fund.

3. Subject to the terms and conditions set forth in the Settlement Agreement, the following Settlement benefits are available to Settlement Class Members who submit Valid Claims:

- a. Reimbursement of certain Documented Monetary Losses incurred as a result of the Data Security Incident, up to a maximum of \$5,000.00 per Claim;
- b. Two years of single-bureau credit monitoring and identity theft protection services, including \$1,000,000.00 of fraud/identity theft insurance;
- c. *Pro Rata* Cash Payments estimated at \$100; and
- d. CCPA payments of \$50.00 for California Subclass Members.

4. Based upon information provided and for settlement purposes only: the Settlement Class is ascertainable; it numbers approximately 155,000 individuals or joint accountholders, satisfying numerosity; there are common questions of law and fact, including whether Fidelity's Data Security Incident potentially compromised the Class Representatives' and Settlement Class

Members' personal information, satisfying commonality; the proposed Class Representatives' claims are typical, in that they are members of the Settlement Class and allege they received notice from Fidelity that their personal information was potentially compromised in Fidelity's Data Security Incident, thereby alleging they have been damaged by the same conduct as other Settlement Class Members; the proposed Class Representative and Class Counsel will fully, fairly and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a nationwide class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

5. The Court appoints Richard Mason, Alexander Elterman, Ratiek Lowery, Robert Wilbert, and John Nixon as the Class Representatives of the Settlement Class.

6. The Court appoints as Class Counsel A. Brooke Murphy of Murphy Law Firm and Lori G. Feldman of Hecht Partners LLP.²

7. The Court appoints Simpluris, Inc. as Settlement Administrator.

8. The Court does hereby preliminarily approve the Settlement, including the notices and releases contained therein as being fair, reasonable, and adequate as to the Settlement Class Members, subject to further consideration at the Final Approval Hearing described below.

9. A Final Approval Hearing shall be held before the Court on ____, 202__, at ____ am/pm for the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;

² On February 21, 2026 George Feldman McDonald, PLLC filed its Notice of Change of Firm Affiliation, Address and Email Designation [DE 58]. So, while the name of the firm is now Hecht Partners LLP, the attorneys responsible for this matter are identical.

- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
 - c. To determine whether the claims process under the Settlement is fair and reasonable, and it should be approved by the Court;
 - d. To determine whether Plaintiffs' application for an Attorneys' Fees and Expenses Award and requested Service Awards for the Class Representatives should be approved; and
 - e. To rule upon such other matters as the Court may deem appropriate.
10. Plaintiffs' Motion for Final Approval shall be filed at least fourteen (14) days before the Final Approval Hearing.
11. The Court approves, as to the form and content, the Long Form Notice, Short Form Notice, Claim Form, and Notice Program, and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to notice.
12. The Complaint was commenced after February 18, 2005. The Court directs Fidelity to timely notify, through the Claims Administrator, the appropriate Federal and State officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (to the extent this has not already been done). Counsel for Fidelity or the Claims Administrator shall, at or before the Final Approval Hearing, file with the Court proof of compliance with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. §1715.
13. The Claim Form submitted by each Settlement Class Member must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the Settlement Agreement.

14. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Agreement.

15. All Settlement Class Members shall be bound by all determinations and judgments in this litigation concerning the Settlement, including, but not limited to, the releases provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Settlement Class and have not opted back in. The persons who timely and validly requested exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Agreement, shall not be entitled to submit any Claim, and shall not be bound by the Agreement or the Final Approval Order.

16. Pending final determination of whether the Agreement should be approved, Class Counsel, Plaintiffs, and Settlement Class Members are barred and enjoined from filing, commencing or prosecuting any action asserting any Released Claims against Defendants.

17. Any Settlement Class Member may enter an appearance, individually or, at their own expense, through counsel of their choice, in which case counsel must file with the Clerk of Court and deliver to Class Counsel and counsel for Fidelity a notice of such appearance no later than sixty (60) days after the Notice Deadline. If they do not enter an appearance, they will be represented by Class Counsel.

18. Any Settlement Class Member may appear and show cause, if that Settlement Class Member has any reason why the proposed Settlement should not be approved as fair, reasonable, and adequate, or why Class Counsel's application for an Attorneys' Fees and Expenses Award should not be granted; provided, however, that no person shall be heard or entitled to contest such matters unless that person has filed with the Clerk of Court of the U.S. District Court for the District

of Massachusetts, and served concurrently upon Class Counsel and Counsel for Defendants, sufficient written objections and copies of all papers and briefs in support of any such objection. Objections must be filed by the Objection Deadline. Any written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

19. Any person who does not make an objection in the manner provided in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Agreement, unless otherwise ordered by the Court.

20. Each Person wishing to opt out of the Settlement Class or Settlement Subclass shall individually sign (with a physical signature) and timely submit a written notice to the Claims Administrator of such intent by mailing it with a postmark by the Opt-Out Date to the designated Post Office box established by the Claims Administrator. To be effective, the Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. To be effective, written notice must be postmarked no later than the Opt-Out Date.

21. This Order, the Agreement, and the Settlement, and any of their terms, whether or not it becomes final, and all negotiations, discussions, and proceedings in connection with this Order, the Agreement, and the Settlement, shall not constitute an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Defendants or any of the Released Parties; (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 Settlement Class Member; or (d) the propriety of certification of a class other than solely for the purposes of the Settlement. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the Agreement and the Settlement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement. All rights of the Parties are reserved and retained if the Settlement does not become final in accordance with the terms of the Settlement Agreement.

22. The Claims Administrator is directed to provide Notice to the Settlement Class Members, collect, process, review and determine the validity of all Claims, and otherwise perform its duties in accordance with the Agreement.

23. In the event the Final Judgment Order is not entered by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, the Settlement, this Preliminary Approval Order, and all orders entered in connection herewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or any other case or controversy. In such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be

deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

24. Counsel for the Parties are hereby authorized to use all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Preliminary Approval Order or the terms of the Settlement Agreement.

25. All further proceedings and deadlines in this action are hereby stayed except for those required to effectuate the Settlement Agreement and this Preliminary Approval Order.

26. In addition to the deadlines imposed above, the Settlement Administrator and Parties shall abide by the following timeline:

<u>From Order Granting Preliminary Approval</u>	
Fidelity provides list of Settlement Class Members to the Claims Administrator	+10 days
Fidelity pays Notice and Administrative Expenses	+30 days
Notice Deadline	+45 days
Final Approval Hearing	+At least 100 days from Order Granting Preliminary Approval
<u>From Final Approval Hearing</u>	
Motion for Final Approval	- At least 14 days before Final Approval Hearing
<u>From Notice Deadline</u>	
Objection Deadline	+60 days
Opt-Out Deadline	+60 days
Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards	+46 days
Optional Reminder Notice	+60 days
Claims Deadline	+90 days

27. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiffs and Defendants, if appropriate, without further notice to the Settlement Class.

IT IS ORDERED:

Date: _____

HONORABLE LEO T. SOROKIN
UNITED STATES DISTRICT COURT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.5M Fidelity Investments Settlement Ends Litigation Over August 2024 Data Breach](#)
