

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In Re: Prudential Financial, Inc. Data Breach Litigation

Case No. 2:24-cv-06818

United States District Court for the District of New Jersey

**IF YOU WERE IMPACTED BY THE FEBRUARY 2024
PRUDENTIAL FINANCIAL DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO 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 the Prudential Financial, Inc. (“Prudential” or “Defendant”) in a class action lawsuit. This class action lawsuit concerned the cyberattack on certain of Prudential's systems that occurred in February 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; account numbers; Social Security numbers; driver’s license numbers; addresses; phone numbers; email addresses.
- The lawsuit is called *In Re: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818, pending in the United States District Court for the District of New Jersey (the “Litigation”).
- Prudential 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.
- Prudential's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Prudential.
- 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	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.prudentialfinancialdatabreach.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.</p>	October 3, 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	September 3, 2025
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.	September 3, 2025
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 from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant 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.
- In the event the Settlement Administrator determines that your submitted Claim Form is incomplete or deficient in any other way, the Settlement Administrator will notify you of the deficiency. You will have an opportunity to cure the noted deficiency or to contact the Settlement Administrator to assist in curing the noted deficiency. You must then resubmit your Claim Form so the Claims Administrator can determine whether the noted deficiency has been cured.
- In the event that you do not respond to the notice of deficiency or fail to take steps to cure the noted deficiency, you will be precluded from recovery in connection with the Settlement and if you fail to submit a request for exclusion, you will have released your claim.

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Basic Information

1. Why was this Notice issued?

The United States District Court for the District of New Jersey 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: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818, pending in the United States District Court for the District of New Jersey. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Prudential Financial, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the February 2024 targeted cyberattack on certain of Prudential's systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; account numbers; Social Security numbers; driver’s license numbers; addresses; phone numbers; email addresses.

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 Connie Boyd, Gina Adinolfi, John Moss, Stephanie Demaro, Anthony Guissarri, and Roger Menhennett, and 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 Defendant 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. 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 whose Private Information was compromised in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Prudential and its officers and directors; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff, (2) anyone responsible for perpetrating the Data Incident.

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@prudentialfinancialdatabreach.com
- Call toll free, 24/7: (833) 360-6875
- By mail:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You may also view the Settlement Agreement at www.prudentialfinancialdatabreach.com

The Settlement Benefits

7. What does the Settlement provide?

Prudential will establish a Settlement Fund of \$4,750,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Awards for the Plaintiffs, and the costs of administering the Settlement. All of the remaining funds will be used to pay for the benefits described below.

You may claim **ONE** of the following benefits:

- (1) Documented Out-of-Pocket Losses
- (2) Social Security Number/Tax Identification Number Impact Payments
- (3) CCPA Payments (available to California residents only)
- (4) Pro Rata Cash Payments

You may claim **ONE** benefit. If you claim more than one benefit, you will receive payment only for the highest value benefit.

EXPLANATION OF BENEFITS (CLAIM ONLY ONE)

- (1) Documented Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between February 4, 2024, and October 3, 2025.

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit;
- cost to replace your IDs;
- charges incurred from actual identity theft, fraud, or other misuse of your personal information.

You need to send proof, like 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.

- (2) Social Security Number/Tax Identification Number Impact Payments.** If your Social Security Number or Tax Identification Number was exposed in the Data Incident, you can claim this benefit without proving you lost money.

We expect this payment to be **\$200.00 - \$599.00**. The actual payment amount will depend on the type of the different claims filed by all of the Class Members.

If you are not sure if you qualify for this benefit, please contact the Settlement Administrator.

- (3) CCPA Payments (available to California residents only).** If you live in California, a law called the California Consumer Privacy Act—CCPA—may allow you to claim a payment. To qualify, at least one of the following types of your personal information must have been exposed in the Data Incident:

- driver's license, passport, Non-U.S. Nation Identification Number, or other government-issued identification
- credit or debit card information
- treatment, diagnosis, prescription, or health condition

You can claim this benefit without proving you lost money.

We expect this payment to be **\$100.00 - \$599.00**. The actual payment amount will depend on the type of the different claims filed by all of the Class Members.

If you are not sure if qualify for this benefit, please contact the Settlement Administrator.

- (4) Pro Rata Cash Payments.** If you do not qualify for benefits (1)–(3), you can still claim a Pro Rata Cash Payment. Once all litigation and administration costs have been paid, and all other benefits have been paid out, all of the money remaining in the Settlement Fund will be split evenly between Class Members who claim this benefit.

You can claim this benefit without proving you lost money.

We do not have a current estimate of how much this payment will be—it will depend on the type of different claims filed by all of the Class Members.

The Settlement Agreement has complete details about these benefits. You can find a copy at www.prudentialfinancialdatabreach.com.

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

- Email: info@prudentialfinancialdatabreach.com
- Call toll free, 24/7: (833) 360-6875
- By mail:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

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

If you stay in the class, you won't be able to be part of any other lawsuit against Prudential about the issues that this Settlement covers. The "release" section of the Settlement Agreement (Paragraphs 3.33–3.35) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.prudentialfinancialdatabreach.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.prudentialfinancialdatabreach.com

If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You may also contact the Settlement Administrator to request a paper Claim Form by telephone, toll free, (833) 360-6875, by email info@prudentialfinancialdatabreach.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 October 3, 2025. 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 October 3, 2025.

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on October 22, 2025, at 11:00 a.m., (*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.

Please note that the Court can only approve or deny the Settlement Agreement; it cannot change the terms.

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 appointed attorneys Joseph J. DePalma of Lite DePalma Greenberg & Afanador, LLC; Kevin Laukaitis of Laukaitis Law; Daniel Srourian of Srourian Law Firm, P.C.; Andrew J. Sciolla of Sciolla Law Firm, LLC; and Steven M. Nathan of Hausfeld 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 \$1,586,750.00, which will be paid from the Settlement Fund.

Class Counsel will also ask for Service Awards of \$2,000.00 for each of the Class Representatives. Service Awards will 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 a Settlement payment, but you will keep any rights you may have to sue Prudential 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 **September 3, 2025**.

The fastest way to opt out is online at www.prudentialfinancialdatabreach.com

If you prefer, you can mail or email your own Request for Exclusion. To be valid it must have the following information:

- (1) the name of the Action: *In Re: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818, pending in the United States District Court for the District of New Jersey;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature (if submitting by email, include “/s/” followed by the full name at the end of the email); 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:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Email your Request for Exclusion to: info@prudentialfinancialdatabreach.com

Your Request for Exclusion must be submitted, postmarked, or emailed by **September 3, 2025**.

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.

Please note that the Court can only approve or deny the Settlement Agreement; it cannot change the terms.

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 Action: *In Re: Prudential Financial, Inc. Data Breach Litigation*, Case No. 2:24-cv-06818, pending in the United States District Court for the District of New Jersey;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name, address and telephone number;

- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) list the names and civil action numbers of all cases in which you or your lawyer have objected in the past 4 years;
- (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 by the Court, you must mail, email, or upload your objection by **September 3, 2025**.

Mail your Objection to the Settlement Administrator at:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Email your Objection to: info@prudentialfinancialdatabreach.com

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 hearing on **October 22, 2025, at 11:00 a.m., Eastern Time**, in Room 2 of the United States District Court for the District of New Jersey, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will not be able to change the terms of the Settlement.

The Court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Class. 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.prudentialfinancialdatabreach.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.prudentialfinancialdatabreach.com

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

- Email: info@prudentialfinancialdatabreach.com
- Call toll free, 24/7: (833) 360-6875
- By mail:

Prudential Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, United States District Court for the District of New Jersey, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101

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