

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and between Court-appointed Lead Plaintiffs Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans (together “Lead Plaintiffs”), on behalf of themselves and all other Settlement Class Members (defined below), on the one hand, and (i) Fidelity National Information Services, Inc. (“FIS” or the “Company”); (ii) Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren (collectively, the “Individual Defendants” and, together with the Company, the “Defendants,” including after the voluntary dismissal of Stephanie Ferris), on the other, and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). This Stipulation is intended by Lead Plaintiffs and Defendants (collectively, the “Parties”) to fully, finally, and forever resolve, discharge, and settle the Released Plaintiffs’ Claims as against the Released Defendant Parties and the Released Defendants’ Claims as against the Released Plaintiff Parties (each of these terms is defined below), upon and subject to the terms and conditions hereof and the Court’s approval.

WHEREAS:

A. All words or terms used herein that are capitalized shall have the meanings ascribed to those words or terms herein and in ¶1 hereof, entitled “Definitions.”

B. On March 6, 2023, a class action complaint, *Palm Bay Police and Firefighters’ Pension Fund v. Fidelity National Information Services Inc., et al.*, Case No. 3:23-cv-00252-TJC-PDB (ECF No. 1), was filed against FIS, Gary Norcross, James

Woodall, and Stephanie Ferris in the United States District Court for the Middle District of Florida (the “Court”), alleging violations of the federal securities laws under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78j(b) and 78t(a), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5.

C. On April 28, 2023, Lead Plaintiff Nebraska Investment Council filed a related class action complaint, *Nebraska Investment Council v. Fidelity National Information Services, Inc., et al.*, Case No. 3:23-cv-00504-BJD-PDB, against FIS, Gary Norcross, James Woodall, and Stephanie Ferris.

D. On May 5, 2023, Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans filed a Motion for Consolidation, Appointment as Lead Plaintiff, and Approval of Selection of Lead Counsel. ECF No. 16 in Case No. 3:23-cv-00504-BJD-PDB. No other motion for appointment as lead plaintiff or response in opposition was filed.

E. By Order dated June 8, 2023, the Court: (i) consolidated Case Nos. 3:23-cv-252 and 3:23-cv-504 under Case No. 3:23-cv-252 for all purposes, and renamed the consolidated action: *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB; (ii) appointed Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans as Lead Plaintiffs of the consolidated action, and (iii) approved Labaton Sucharow LLP (n/k/a Labaton Keller Sucharow LLP) as Lead Counsel. ECF No. 41.

F. On August 2, 2023, Lead Plaintiffs filed the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”), asserting claims against FIS, Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren under Sections 10(b) and 20(a) of the Exchange Act, and Rule 10b-5 promulgated thereunder. ECF No. 46. Among other things, the Complaint alleged that Defendants made materially false or misleading statements or omissions regarding FIS’s acquisition and integration of Worldpay. The Complaint further alleged that the price of FIS common stock was artificially inflated as a result of Defendants’ allegedly false or misleading statements or omissions and declined when the truth was allegedly revealed through a series of partial corrective disclosures.

G. On September 22, 2023, Defendants filed a motion to dismiss the Complaint. ECF No. 55. The motion argued that all of the claims asserted in the Complaint should be dismissed. *Id.* On November 13, 2023, Lead Plaintiffs filed their response in opposition to the motion to dismiss (ECF No. 57), and on December 19, 2023, Defendants filed their reply (ECF No. 58).

H. On September 30, 2024, the Court denied Defendants’ motion to dismiss in full. ECF No. 60.

I. Prior to the start of discovery in the Action, Lead Plaintiffs, through Lead Counsel, conducted a thorough investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available

information, including press releases, news articles, and other public statements issued by or concerning the Company and Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; and (v) the applicable law governing the claims and potential defenses. Lead Counsel identified approximately 800 and contacted or attempted to contact approximately 700 former FIS employees and other persons with relevant knowledge. Lead Counsel interviewed 87 of these individuals (eleven of whom provided information used in the Complaint as confidential witnesses, and consulted with experts on loss causation and damages issues, economics, accounting, and revenue synergies.

J. Discovery commenced in November 2024. In connection with discovery, the Parties held several meet-and-confers to discuss Defendants' responses and objections to Lead Plaintiffs' document requests and interrogatories. Additionally in furtherance of discovery, Lead Plaintiffs, Defendants, and third parties have collectively produced approximately 852,000 documents (approximately 3,750,000 pages) and Lead Plaintiffs completed eight fact depositions.

K. On March 3, 2025, Lead Plaintiffs filed their motion for class certification. ECF No. 75. Defendants filed their opposition to Lead Plaintiffs' motion on May 2, 2025. ECF No. 88. On July 15, 2025, Lead Plaintiffs filed their reply to Defendants' opposition to certify the class (ECF No. 97) and on August 15, 2025, Defendants filed their sur-reply in opposition to Lead Plaintiffs' motion for class certification (ECF No. 108).

L. On October 7, 2025, Lead Counsel and Defendants' Counsel, among others, participated in a full-day, in-person mediation session before Hon. Layn R. Phillips (Ret.) of Phillips ADR Enterprises (the "Mediator"). In advance of the session, the Parties submitted detailed mediation statements to the Mediator, together with numerous supporting exhibits, which addressed both liability and damages issues. The session ended without any settlement being reached. The Parties continued discussions with the Mediator following the mediation to further explore the possibility of a settlement.

M. On November 14, 2025, the Parties accepted the Mediator's proposal to settle the Action, subject to the Parties' execution of a term sheet and written settlement stipulation. A term sheet was executed by the Parties on November 17, 2025 (the "Term Sheet"). This Stipulation (together with the exhibits hereto and the Supplemental Agreement) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

N. Lead Plaintiffs believe that the claims and allegations in the Action have merit and that the information developed to date supports the claims and allegations asserted. However, Lead Plaintiffs and Lead Counsel have taken into account the uncertain outcome and the risk of litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel is mindful of the inherent problems of proof and the defenses to the claims alleged in the Action. Based upon their investigation, prosecution, and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this

Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other Settlement Class Members, and in their best interests.

O. Defendants have denied and continue to deny any fault, liability, or wrongdoing of any kind, or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Each Defendant has expressly denied and continues to deny any and all allegations of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action, including all contentions concerning Defendants' business, conduct, and public statements, as well as contentions that any such conduct or events constitute wrongdoing or give rise to liability. Defendants also have denied and continue to deny, *inter alia*, the allegations that Lead Plaintiffs or Settlement Class Members have suffered damages or were otherwise harmed in any way by any of the Defendants or by the conduct alleged in the Action. Defendants further have asserted and continue to assert that, at all times, they acted in good faith and in a manner they reasonably believed to be in accordance with applicable rules, regulations, and laws.

P. Defendants are entering into the Settlement to eliminate the burden, expense, uncertainty, distraction, and risk of further litigation. Defendants have taken into account the expense, risks, and uncertainty inherent in any litigation and have determined that it is desirable and beneficial to them that the Action be settled in the matter and upon the terms and conditions set forth in this Stipulation. This Stipulation, whether or not consummated, any proceedings relating to any settlement,

or any of the terms of any settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of any Defendant with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defense that Defendants have or could have asserted.

NOW THEREFORE, without any concession by Lead Plaintiffs that the Action lacks merit, and without any admission or concession by Defendants of any liability or wrongdoing or lack of merit of their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), that, in consideration of the benefits flowing to the Parties hereto, all Released Plaintiffs’ Claims and all Released Defendants’ Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice, and without costs (except as provided for herein), upon and subject to the following terms and conditions:

DEFINITIONS

1. As used in this Stipulation, the following terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

(a) “Action” means the civil action captioned *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB, pending in the United States District Court for the Middle District of Florida before the Honorable Timothy J. Corrigan.

(b) “Alternative Judgment” means a form of final judgment that may be entered by the Court in a form other than the form of Judgment provided for in this Stipulation and where none of the Parties hereto elects to terminate this Settlement by reason of such variance.

(c) “Authorized Claimant” means a Settlement Class Member who submits a valid Claim Form to the Claims Administrator that is approved for payment from the Net Settlement Fund.

(d) “Claimant” means a person or entity who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

(e) “Claims Administrator” means the firm to be retained by Lead Counsel, subject to Court approval, to provide notices approved by the Court to potential Settlement Class Members, to process Claim Forms, and to administer the Settlement.

(f) “Class Period” means the period from May 7, 2020 through February 10, 2023, inclusive of both dates.

(g) “Defendants” means Fidelity National Information Services, Inc., Stephanie Ferris (including after her voluntary dismissal), Gary Norcross, James Woodall, and Thomas Warren.

(h) “Defendants’ Counsel” means the law firms of Sidley Austin LLP and McGuireWoods LLP.

(i) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶42 below.

(j) “Escrow Account” means the separate escrow account maintained at Citibank, N.A. (Law Firm Group), wherein the Settlement Amount shall be deposited and held for the benefit of the Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the Court.

(k) “Escrow Agent” means Citibank, N.A. (Law Firm Group).

(l) “Fee and Expense Application” means Lead Counsel’s application, on behalf of Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of Litigation Expenses incurred in prosecuting the case, including any costs and expenses of Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4) of the PSLRA.

(m) “Final,” with respect to a judgment or other court order, including the Judgment or Alternative Judgment, means: (i) if no appeal is filed, the expiration of the time provided for filing or noticing any appeal under the Federal Rules of Civil Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, the later of (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or other form of review,

or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, approval of this Stipulation and entry of the Judgment or Alternative Judgment thereon pursuant to Rule 54(b) is not conditioned on and need not await any ruling by the Court pertaining solely to the Plan of Allocation, or the Court's award of attorneys' fees or expenses; and any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation or the award of attorneys' fees and expenses shall not in any way delay or affect the time set forth above for the Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or Alternative Judgment from becoming Final.

(n) "Immediate Family(ies)" means, as set forth in 17 C.F.R. § 229.404, any children, stepchildren, parents, stepparents, Spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. "Spouse" as used herein means a husband, a wife, or a partner in a state-recognized domestic partnership, civil union, or marriage.

(o) "Individual Defendants" means Stephanie Ferris (including after her voluntary dismissal), Gary Norcross, James Woodall, and Thomas Warren.

(p) "Judgment" means the proposed final order and judgment to be entered by the Court approving the Settlement and dismissing the Complaint with prejudice, substantially in the form attached hereto as Exhibit B.

(q) “Lead Counsel” means the law firm of Labaton Keller Sucharow LLP.

(r) “Lead Plaintiffs” means Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans.

(s) “Liaison Counsel” means GrayRobinson, P.A.

(t) “Litigation Expenses” means the costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class pursuant to the PSLRA), for which Lead Counsel intends to apply to the Court for payment from the Settlement Fund.

(u) “Mediator” means the Honorable Layn R. Phillips (Ret.) of Phillips ADR Enterprises.

(v) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’ fees and Litigation Expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees and expenses approved by the Court.

(w) “Notice” means the long-form Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

(x) “Notice and Administration Expenses” means all costs, fees, and expenses incurred in connection with providing notice to the Settlement Class and the administration of the Settlement, including: (i) providing notice of the proposed

Settlement by mail, publication, and other means to Settlement Class Members; (ii) receiving and reviewing claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the Settlement and claims administration process; (v) distributing the proceeds of the Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

(y) “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

(z) “Plaintiffs’ Counsel” means Labaton Keller Sucharow LLP, GrayRobinson, P.A., and Baylor Evnen Wolfe & Tannehill, LLP.

(aa) “Plan of Allocation” means any plan for the distribution of the Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Notice.

(bb) “Postcard Notice” means the postcard notice concerning the Action and Settlement to be sent to Settlement Class Members, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-4.

(cc) “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement,

which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(dd) “Proof of Claim” or “Claim Form” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

(ee) “Released Claims” means the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(ff) “Released Defendant Party (Parties)” means Defendants and each of their respective former, present, or future parents, subsidiaries, divisions, controlling persons, associates, related entities, and affiliates and each and all of their respective former, present, or future employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures, and insurers and reinsurers; and the predecessors, successors, assigns, estates, Immediate Family members, heirs, executors, trustees, administrators, agents, and legal representatives of each of them, in their capacities as such, as well as any trust of which any Released Defendant Party is the settlor or which is for the benefit of any of their Immediate Family members.

(gg) “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description (including any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or

liabilities whatsoever), whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, ordinance, administrative provision, or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether contingent or absolute, that arise out of or relate in any way to the institution, prosecution, or settlement of the Released Plaintiffs' Claims by the Settlement Class against Defendants and Released Defendant Parties, except for (i) claims relating to the enforcement of the Settlement or (ii) any claim against any Person who submits a request for exclusion that is accepted by the Court.

(hh) "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

(ii) "Released Plaintiff Party (Parties)" means each and every Settlement Class Member, Lead Plaintiffs, Plaintiffs' Counsel, and each of their respective former, present, or future parents, subsidiaries, divisions, controlling persons, associates, related entities, and affiliates and each and all of their respective former, present, or future employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures, and insurers and reinsurers; and the predecessors, successors, assigns, estates, Immediate Family members, heirs,

executors, trustees, administrators, agents, and legal representatives of each of them, in their capacities as such, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their Immediate Family members. Released Plaintiff Parties do not include any Person who submits a request for exclusion that is accepted by the Court.

(jj) “Released Plaintiffs’ Claims” means any and all claims and causes of action of every nature and description (including any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, ordinance, administrative provision, or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether contingent or absolute, that Lead Plaintiffs or any other Settlement Class Member: asserted in the Action or could have asserted in the Action or any court or forum that arise out of or are based upon or relate in any way to both (a) the allegations, transactions, facts, matters, occurrences, representations, or omissions set forth in the Action and (b) the purchase or other acquisition of FIS publicly traded common stock during the Class Period. Released Plaintiffs’ Claims shall not include: (i) any claims relating to enforcement of the Settlement; (ii) any of the claims asserted in the following: *City of Hialeah Employees’ Retirement System v. Ferris et al.*, No. 3:23-cv-1223 (M.D. Fla.), *McCollum v. Norcross et al.*, No. 3:24-cv-1090 (M.D. Fla.), and the demand letters sent to FIS’s Board of

Directors from Portia McCollum dated June 30, 2023, from the City of Hialeah Employees' Retirement System dated July 7, 2023, from the Young Family Living Trust dated August 20, 2024, and from Michele Luthin dated February 25, 2025; or (iii) any claims of any Person who submits a request for exclusion from the Settlement Class that is accepted by the Court.

(kk) "Settlement" means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(ll) "Settlement Amount" means the total amount of two-hundred and ten million U.S. dollars (\$210,000,000) in cash.

(mm) "Settlement Class" or "Settlement Class Member" means: all persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive, purchased the publicly traded common stock of FIS, and were allegedly damaged thereby. Excluded from the Settlement Class by definition are: (i) Defendants; (ii) members of the Immediate Family of any Defendant who is an individual; (iii) any person who was an officer, director, or control person of FIS during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; and (v) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person, in their capacities as such. Also excluded from the Settlement Class are any Persons who submit a request for exclusion from the Settlement Class that is accepted by the Court.

(nn) “Settlement Fund” means the Settlement Amount and any interest or income earned thereon after payment of the Settlement Amount into the Escrow Account.

(oo) “Settlement Hearing” means the final hearing to be held by the Court to determine, among other things, whether: (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (iii) Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses should be approved.

(pp) “Stipulation” means this Stipulation and Agreement of Settlement.

(qq) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys’ Fees and Expenses for publication, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

(rr) “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund, including any interest or penalties thereon, and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including the expenses of tax attorneys and accountants and expenses relating to the filing of any tax return, information return, or other tax document).

(ss) “Unknown Claims” means any and all Released Plaintiffs’ Claims that Lead Plaintiffs or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties,

and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the Action, the Released Plaintiffs' Claims, or the Released Defendants' Claims, but Lead Plaintiffs and Defendants shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed

to have fully, finally, and forever waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have fully, finally, and forever waived, compromised, settled, discharged, extinguished, and released, any and all Released Plaintiffs' Claims and Released Defendants' Claims, as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation are: (i) subject to approval by the Court and to the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (ii) in full and final disposition of the Action with respect to the Released Parties and any and all Released Plaintiffs' Claims and Released Defendants' Claims.

3. For purposes of this Settlement only, the Parties agree to: (i) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class as defined in ¶1(mm); (ii) the appointment of Lead Plaintiffs as class representatives for the Settlement Class; and (iii) the appointment of Lead

Counsel as class counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

4. Within one (1) business day following execution of this Stipulation, the Parties shall execute and Lead Plaintiffs shall file with the Court a stipulation of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), voluntarily dismissing Defendant Stephanie Ferris from the Action without prejudice, and shall take all other reasonable steps to effectuate such dismissal promptly. The dismissal will be on behalf of Lead Plaintiffs and not on a class-wide basis. If the Settlement does not reach its Effective Date, the Parties will jointly take all reasonable steps to restore the claims against Ms. Ferris.

5. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Lead Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed, with prejudice, each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties, whether or not such Settlement Class

Member executes and delivers a Claim Form or shares in the Net Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

6. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall have fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed, with prejudice, each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties. Claims to enforce the terms of the Stipulation are not released.

THE SETTLEMENT CONSIDERATION

7. In full settlement of the claims in the Action against Defendants and in consideration of the releases specified in ¶¶5-6, above, all of which the Parties agree are good and valuable consideration, FIS (on behalf of itself and all other Defendants) agrees to pay or cause the payment by its insurers of the Settlement Amount into the Escrow Account no later than thirty (30) calendar days following the latter of (i) the date of entry of the Preliminary Approval Order, and (ii) Sidley Austin LLP having received the information necessary to effectuate a transfer of the Settlement Amount to the Escrow Account. Lead Counsel shall, no later than three (3) business days after Lead Plaintiffs file a motion for preliminary approval of the Settlement, provide FIS

with the information necessary to effectuate a transfer of the Settlement Amount to the Escrow Account, including complete wire transfer instructions, an executed Form W-9 for the Settlement Fund, contact information (including a phone number) for an individual from Plaintiffs' Counsel with whom the payors may telephonically confirm the veracity of the payment information, and oral verification of the payment information by the contact provided.

8. With the sole exception of FIS's obligation to pay or cause the payment of the Settlement Amount into the Escrow Account as provided for in ¶7, FIS's obligation pursuant to ¶24, and FIS's obligation pursuant to ¶40, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their 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 Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local tax returns.

9. Other than the obligation of FIS to pay or cause the payment of the Settlement Amount pursuant to ¶7, Defendants shall have no obligation to make any

other payments into the Escrow Account or to any Settlement Class Member pursuant to this Stipulation.

USE AND TAX TREATMENT OF SETTLEMENT FUND

10. The Settlement Fund shall be used to: (i) pay any Taxes; (ii) pay Notice and Administration Expenses; (iii) pay any attorneys' fees and expenses of Plaintiffs' Counsel awarded by the Court; (iv) pay any other fees and expenses awarded by the Court; and (v) pay the claims of Authorized Claimants.

11. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶25–36 hereof. The Net Settlement Fund shall remain in the Escrow Account before and until the Effective Date. All funds held in the Escrow Account, and all earnings thereon, 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 funds shall have been disbursed or returned, pursuant to the terms of this Stipulation and any further order of the Court.

12. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the

Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

13. After the Settlement Amount has been paid into the Escrow Account, the Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, the Escrow Agent shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph 13, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter to take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be Lead Counsel or its successors, which shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the Settlement Fund or earnings on the funds deposited in the Escrow Account (including the returns

described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of this paragraph 13.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for any Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local authority in respect of the Settlement Fund or the Escrow Account, or any liability or responsibility for any taxes or governmental charges of any kind (or interest or penalties imposed with respect thereto) imposed on any Claimant or other Person in connection with the Settlement Fund or Escrow Account. Defendants and Defendants' Counsel shall have no responsibility for, and no liability with respect to, the acts or omissions of Lead Counsel, its successor, or any other Person with regard to Taxes or the tax administration of the Settlement Fund or the Escrow Account. However, in the event any Taxes are owed by any Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund.

(c) Taxes with respect to the Settlement Fund and the Escrow Account shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund without prior order from the Court or approval by Defendants.

Lead Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out the provisions of this paragraph 13.

14. This is not a claims-made settlement. As of the Effective Date, neither Defendants, nor any other Person funding the Settlement on a Defendant's behalf, shall have any right to the return of the Settlement Fund or any portion thereof for any reason.

15. No opinion or advice concerning the tax consequences of the proposed Settlement to any Settlement Class Members is being given or will be given by the Parties to the Settlement or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each Settlement Class Member.

ATTORNEYS' FEES AND LITIGATION EXPENSES

16. Lead Counsel will apply, on behalf of Plaintiffs' Counsel, to the Court for an award from the Settlement Fund of attorneys' fees and payment of Litigation Expenses incurred in prosecuting the Action, including reimbursement to Lead Plaintiffs pursuant to the PSLRA, plus earnings on such amounts at the same rate and

for the same periods as earned by the Settlement Fund. The Fee and Expense Application is not the subject of any agreement between the Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

17. The amount of attorneys' fees and Litigation Expenses awarded by the Court is within the sole discretion of the Court. Any attorneys' fees and Litigation Expenses awarded by the Court shall be payable from the Settlement Fund to Lead Counsel immediately after the later of the entry of the Order awarding such attorneys' fees and Litigation Expenses and entry of the Judgment or Alternative Judgment, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part thereof, or as otherwise ordered by the Court. Lead Counsel shall allocate any Court-awarded attorneys' fees and Litigation Expenses among Plaintiffs' Counsel.

18. Any payment of attorneys' fees and Litigation Expenses pursuant to ¶¶16–17 above shall be subject to Lead Counsel's obligation to make full refunds or repayments to the Settlement Fund of any paid amounts, plus accrued earnings at the same rate as is earned by the Settlement Fund, if any, if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or collateral attack, the award of attorneys' fees and/or expenses is reduced, vacated, or reversed by Final non-appealable court order. Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after receiving notice of the termination

of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction, vacatur, or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

19. The Settlement Fund shall be the sole source of payment from any of the Released Defendant Parties for any award of attorneys' fees and expenses or costs in connection with the Settlement, as ordered by the Court. With the sole exception of FIS's obligation to pay, or cause the payment of, the Settlement Amount into the Escrow Account as provided for in ¶7, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Plaintiffs' Counsel in the Action, or to any other Person who may assert some claim thereto in connection with the Settlement.

20. The Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or expenses among Plaintiffs' Counsel in the Action, or to any other Person who may assert some claim thereto.

21. The Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of any Settlement Class Member, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from the Released Defendant Parties for any award of attorneys' fees and expenses ordered by the Court.

22. The Settlement is not conditioned upon any award of attorneys' fees and expenses. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and any order or proceeding relating to any Fee and Expense Application, including any award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal, vacatur, or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay entry or the finality of the Judgment or Alternative Judgment approving this Stipulation and the Settlement set forth herein. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with ¶43, or otherwise, based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action.

NOTICE AND ADMINISTRATION EXPENSES

23. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

24. Notwithstanding the fact that the Settlement has not reached the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may pay actual and reasonable Notice and Administration Expenses from the Settlement Fund. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court. FIS (on behalf of itself and all other Defendants) shall be responsible for providing any required notice under the

Class Action Fairness Act of 2005 (“CAFA Notice”), if any, at its own expense, no later than ten (10) calendar days following the filing of this Stipulation with the Court. FIS will provide, to the extent reasonably available, its transfer agent’s lists of purchasers of record during the Class Period in electronic searchable form, such as Excel, at no cost to the Settlement Class or Lead Counsel.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

25. Except as otherwise provided herein, the Settlement Fund shall be held in the Escrow Account until the Effective Date.

26. The Claims Administrator, subject to such supervision and direction of Lead Counsel and the Court as may be ordered, or otherwise necessary, or as circumstances may require, shall administer and calculate the claims submitted by Claimants, subject to the jurisdiction of the Court, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. Except as provided for in ¶¶7, 24, and 40 hereof, Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no responsibility or liability to the Settlement Class in connection with such administration.

27. The Claims Administrator shall receive claims and determine, *inter alia*, whether the claim is valid, in whole or part, and each Authorized Claimant’s *pro rata* share of the Net Settlement Fund, as defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the Court may approve.

28. Defendants shall have no role in the development of, and will take no position with respect to, the Plan of Allocation. Any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the Settlement. The Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular Plan of Allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with ¶43, or otherwise, based on the Court's or any appellate court's ruling with respect to any Plan of Allocation in the Action. Defendants and Defendants' Counsel shall have no responsibility or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

29. Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval or order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants.

30. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion, after payment of outstanding Notice and Administration Expenses, Taxes, attorneys' fees, and Litigation Expenses, if any. These redistributions shall be repeated, upon the same

conditions, until the balance in the Net Settlement Fund is no longer feasible to distribute to Authorized Claimants. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of any outstanding Notice and Administration Expenses, Taxes, attorneys' fees, and Litigation Expenses, shall be contributed to the Council of Institutional Investors, a non-profit, non-sectarian organization, or such other organization approved by the Court.

ADMINISTRATION OF THE SETTLEMENT

31. Any Settlement Class Member who fails to timely submit a valid Claim Form (substantially in the form of Exhibit A-2) will not be entitled to receive any distribution from the Net Settlement Fund, except as otherwise ordered by the Court or allowed by Lead Counsel in its discretion, but shall be bound in all respects by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for herein, and shall be barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties.

32. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Claim Form submitted. The Released Defendant Parties

shall have no liability, obligation, or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the review or challenge of any claims of Claimants. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court.

33. For purposes of determining the extent, if any, to which a Claimant shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit A-2, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the notices, unless such deadline is extended by Lead Counsel in its discretion or by order of the Court. Any Settlement Class Member who fails to submit a Claim Form by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by order of the Court or the discretion of Lead Counsel, late-filed Claim Forms are accepted), but shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment and all releases provided for herein, and shall be permanently barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or

maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties. A Claim Form shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under such supervision of Lead Counsel as necessary, which shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be accepted;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under such supervision of Lead Counsel as necessary, shall notify, in a timely fashion and in writing, all Claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the Claimant must,

within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court. Claimants bear the burden of establishing the sufficiency of their claim.

34. Each Claimant who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including all releases provided for herein and in the Judgment or Alternative Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. In connection with processing the Claim Forms, no discovery shall be allowed on the merits of the Action or the Settlement, and no discovery in any form may be taken from Defendants or Defendants' Counsel related to a Claimant's purported claim.

35. Payment pursuant to the Stipulation and Court-approved Plan of Allocation shall be deemed final and conclusive against any and all Claimants. All Settlement Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but shall be bound by all

of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and the releases provided for herein and therein, and shall be permanently barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties.

36. All proceedings with respect to the administration, processing, and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment or Alternative Judgment.

37. No Person shall have any claim of any kind against the Released Defendant Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶31–38) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including the processing, review, determination, calculation, investment, or distribution of the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, processing, review, or payment of any claim; nonperformance of the Claims Administrator; the payment or withholding of Taxes (including interest and penalties) owed by the Net Settlement Fund; or any losses incurred in connection therewith.

38. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, or the Claims Administrator, or other agent designated by Lead Counsel, based on the

distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

TERMS OF THE PRELIMINARY APPROVAL ORDER

39. Lead Counsel shall use best efforts to, within two (2) business days of the execution of this Stipulation by all Parties, apply to the Court for preliminary approval of the Settlement contemplated by this Stipulation and entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, preliminarily approve the Settlement, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement Class. Lead Counsel will share the motion for preliminary approval of the Settlement with Defendants' Counsel at least five (5) calendar days in advance of its filing.

40. FIS, to the extent it has not already done so, shall make a reasonable, good-faith effort to provide, or to facilitate provision by its transfer agent, to Lead Counsel or the Claims Administrator, at no cost to Lead Plaintiffs, the Settlement Class, or the Claims Administrator, on or before seven (7) calendar days of entry of the Preliminary Approval Order, any reasonably available list of names and addresses (and email addresses to the extent reasonably available) of the Settlement Class Members, in electronic format (such as excel), for purposes of providing notice to the Settlement Class.

TERMS OF THE JUDGMENT

41. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT

42. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

(a) the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto, has been entered by the Court;

(b) the Settlement Amount has been paid into the Escrow Account;

(c) no Party has exercised his, her, or its option to terminate the Settlement pursuant to ¶43 and the Supplemental Agreement (as defined below), and the option to do so has expired in accordance with the terms of this Stipulation and the Supplemental Agreement;

(d) the Court has granted final approval of the Settlement, following notice to the Settlement Class, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(e) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final; or in the event that an Alternative Judgment has been entered, the Alternative Judgment has become Final.

WAIVER OR TERMINATION

43. Defendants and Lead Plaintiffs, respectively, shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within thirty (30) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect and the Parties’ failure, following a meet-and-confer process overseen by the Mediator, to agree on any modifications or amendments to the Stipulation or other papers to address any issues identified by the Court in its order denying preliminary approval of the Settlement; (ii) the Court’s Final refusal to approve this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter the Judgment in any material respect, unless Defendants and Lead Plaintiffs each, in their sole and unfettered discretion, consent to entry of an Alternative Judgment and such Alternative Judgment is entered by the Court; or (iv) the date upon which the Judgment or Alternative Judgment is modified, vacated, or reversed in any material respect by a Final order of the Court, the United States Court of Appeals for the Eleventh Circuit, or the Supreme Court of the United States (including following any proceedings on remand). For the avoidance of doubt, Lead Plaintiffs shall not have the right to terminate the Settlement due to any decision, ruling, or order relating to either the Fee and Expense Application or any Plan of Allocation. For the further avoidance of doubt, Defendants shall deem any decision, ruling, or order that purports to limit the scope of the Released Plaintiffs’ Claims or

the Released Defendant Parties to constitute a material change for purposes of the foregoing.

44. In addition to the foregoing, FIS, in its sole discretion, shall also have the option to terminate the Settlement in the event the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Defendants' Counsel and Lead Counsel are executing a Confidential Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions under which FIS shall have the sole option to terminate the Settlement and render this Stipulation null and void as to all Parties in the event that requests for exclusion from the Settlement Class exceed certain agreed-upon criteria (the "Termination Threshold").

(b) The Parties agree to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement to the Court is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will use reasonable best efforts to have the Supplemental Agreement submitted to the Court *in camera* or under seal. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶47–50 which shall continue to apply.

(c) The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that requests for exclusion from the Settlement Class shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion, Lead Counsel shall promptly, and in no event no later than five (5) calendar days after receiving a request for exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify Defendants' Counsel of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it by email.

45. In addition to all of the rights and remedies that Lead Plaintiffs have under the terms of this Stipulation, Lead Plaintiffs shall also have the right to terminate the Settlement, by providing written notice of the election to terminate to all other Parties, in the event that (a) the Settlement Amount has not been paid in the time period provided for in ¶7 above and (b) thereafter, there is a failure to pay the Settlement Amount within fifteen (15) business days of receipt of Lead Plaintiffs' written notice.

46. Defendants warrant that at the time of entering into this Stipulation and at the time of such payment, they are not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Defendants and not by their counsel.

47. If an option to withdraw from and terminate this Stipulation and Settlement arises under any of ¶¶43–45 above: (i) neither Defendants nor Lead

Plaintiffs (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Lead Plaintiffs, as applicable.

48. With the exception of the provisions of ¶¶47-50, which shall survive termination of this Settlement and continue to apply, in the event the Settlement is terminated as set forth herein or cannot or does not become effective for any reason, then: (i) this Stipulation and the Settlement shall be without prejudice, and none of its terms or the provisions in the Stipulation shall be effective or enforceable except as otherwise specifically provided herein; (ii) the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of October 7, 2025; and (iii) except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation had not been executed and any related proceedings had not occurred and any related order had not been entered. In such event, this Stipulation, and any aspect of the documents (including the Term Sheet) or any papers or proceedings in connection herewith, and any discussions or negotiations leading to this Stipulation, shall not be offered or admissible in this Action or any other proceeding, and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Lead Plaintiffs in any court proceedings, filing, deposition, trial, or otherwise.

49. In the event the Settlement is terminated, as provided herein, or fails to become effective for any reason, any portion of the Settlement Amount previously paid into the Escrow Account, together with any earnings thereon, less any Taxes paid or

due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned pursuant to Defendants' instructions within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, Lead Counsel or its designee shall apply for any tax refund owed on the amounts in the Escrow Account and shall pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to those who funded the Settlement or as otherwise directed by Defendants.

NO ADMISSION

50. Except as set forth in ¶51 below, this Stipulation and the Settlement, whether or not consummated or effective, and whether or not approved by the Court, and any discussion, negotiation, proceeding, agreement, or matter relating to the Stipulation, the Settlement, or the Term Sheet, shall not be offered against or used to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular, but without limitation:

(a) do not constitute, and shall not be offered against or used to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of: (i) any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiffs, (ii) the validity of any claim that was or could have been asserted, (iii) the deficiency of any defense that has been or could have been asserted

in this Action or in any other litigation, or (iv) any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Lead Plaintiffs, any other Settlement Class Member, or their respective counsel, as evidence of, or a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Lead Plaintiffs, Settlement Class Members, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than as may be necessary to effectuate the provisions of this Stipulation;

(c) do not constitute, and shall not be construed as or received as evidence of or as an admission, concession, or presumption against Lead Plaintiffs, or any Settlement Class Member, that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount; and

(d) do not constitute, and shall not be construed against any of the Released Defendant Parties, Lead Plaintiffs, or any Settlement Class Member, as an

admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

51. Notwithstanding ¶50 above, the Parties, and any Released Plaintiff Party and any Released Defendant Party, and their respective counsel, may file and rely on this Stipulation and the Judgment or Alternative Judgment in any action or proceeding that may be brought by or against them, as to any claim or argument asserted by or against them, in order to support a defense, argument, claim, or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense, argument, claim, or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties, and any Released Plaintiff Party and any Released Defendant Party, and their respective counsel, may file this Stipulation and the Judgment or Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation and the Judgment or Alternative Judgment. All Parties and Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

52. Nothing contained herein shall bar the Parties from bringing any action or claim to enforce the terms of this Stipulation, the Judgment, or the Alternative Judgment.

53. All of the exhibits to the Stipulation (except any Plan of Allocation to the extent incorporated in those exhibits) and the Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

54. The Parties intend this Stipulation and the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released Plaintiffs' Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith or in a manner inconsistent with the requirements of Rule 11 of the Federal Rules of Civil Procedure ("Rule 11"). The Judgment shall contain a finding that the Parties and their counsel at all times complied with Rule 11. The Parties and their respective counsel agree that each has complied fully with Rule 11 in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and their respective counsel, and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

55. In all events, Lead Plaintiffs and their counsel and Defendants and their counsel shall, in good faith, communicate the terms of the Settlement in a manner that is consistent with the fact that no adjudication of fault was made by the Court or a

jury, and shall not suggest that the Settlement constitutes an admission or other evidence of any claim or defense alleged or of any other wrongdoing by any Person.

56. This Stipulation, along with its exhibits and the Supplemental Agreement, may not be modified or amended, nor may any of its or their provisions be waived, except by a writing signed by counsel for the Parties hereto or their successors.

57. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

58. For the avoidance of doubt, the word “including” shall in all instances in this Stipulation, its exhibits, and the Supplemental Agreement mean “including but not limited to.”

59. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys’ fees and Litigation Expenses (if any) and implementing and enforcing the terms of this Stipulation and the Judgment or Alternative Judgment.

60. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

61. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement as against the Defendants, and no representation, warranty, or inducement has been made by any

Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

62. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including attorney-client privilege, joint defense privilege, work product protection, or mediation privilege.

63. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

64. All designations and agreements made, or orders entered during the course of the Action, relating to the confidentiality of documents or information shall survive this Stipulation and entry of the Judgment or Alternative Judgment.

65. This Stipulation may be executed in one or more counterparts but no Party shall be bound unless and until it has been executed and delivered by all Parties. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format, or via DocuSign, shall be deemed originals.

66. This Stipulation shall be binding when signed, but the Settlement shall be effective only upon the Effective Date, pursuant to ¶42.

67. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and all the Released Parties.

68. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate

the Settlement shall be governed by the laws of the State of Florida without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

69. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that this Stipulation is the result of arm's-length negotiations among the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

70. All counsel and any other Person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

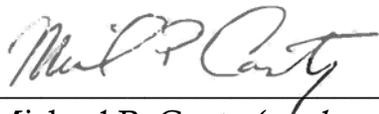
71. The Parties and their respective counsel agree to cooperate fully with one another in promptly seeking preliminary approval by the Court of the Settlement and the scheduling of a hearing for consideration of final approval of the Settlement, entry of the Judgment, approval of the Plan of Allocation, and Lead Counsel's Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain final approval by the Court of the Settlement.

72. If any disputes arise out of the finalization of the Settlement documentation or the Settlement itself prior to joint submission to the Court of the

application for preliminary approval of the Settlement as set forth in ¶39 above, the Parties shall consult the Mediator in an effort to resolve the dispute.

73. Except as otherwise provided herein, each Party shall bear its own costs and legal fees.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of December 17, 2025.



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Counsel for Defendants

application for preliminary approval of the Settlement as set forth in ¶39 above, the Parties shall consult the Mediator in an effort to resolve the dispute.

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Counsel for Defendants

EXHIBIT A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, APPROVING FORM AND MANNER OF
NOTICE, AND SETTING DATE FOR HEARING ON
FINAL APPROVAL OF SETTLEMENT**

WHEREAS:

A. Lead Plaintiffs Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans (together “Lead Plaintiffs”), on behalf of themselves and all other members of the proposed Settlement Class (defined below), on the one hand, and Fidelity National Information Services, Inc. (“FIS” or the “Company”), and Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren (together with the Company, the “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”), dated as of December 17, 2025, in the above-captioned litigation (the “Action”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the Action;

B. Lead Plaintiffs have made a motion, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, for an order preliminarily approving the proposed Settlement in accordance with the Stipulation, and directing notice of the Settlement to Settlement Class Members, as more fully described herein;

C. The Court has read and considered: (i) Lead Plaintiffs' motion for preliminary approval of the Settlement and authorization to provide notice of the Action and the Settlement to the Settlement Class, and the papers filed and arguments made in connection therewith; and (ii) the Stipulation and the exhibits attached thereto;

D. The Parties to the Stipulation have consented to the entry of this order;
and

E. All capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. **Preliminary Approval of the Settlement.** The Court has reviewed the Stipulation and preliminarily finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the Court will likely be able to approve the proposed Settlement as fair, reasonable, and adequate pursuant to Rule 23(e)(2) and certify the Settlement Class pursuant to Rule 23(a) and (b)(3), subject to further consideration at the Settlement Hearing described below.

2. **Certification of the Settlement for Purposes of Settlement.** Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court

preliminarily certifies, for purposes of the Settlement only, the Settlement Class of: all persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive, purchased the publicly traded common stock of FIS, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of any Defendant who is an individual; (iii) any person who was an officer, director, or control person of FIS during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; and (v) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person, in their capacities as such.

3. Also excluded from the Settlement Class are those Settlement Class Members who or which exclude themselves from the Settlement Class in accordance with the requirements set forth below and in the Notice.

4. The Court finds and preliminarily concludes for purposes of the Settlement only that the prerequisites of class action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedures have been satisfied for the Settlement Class defined herein, in that:

(a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members is impracticable;

(b) there are questions of law and fact common to the Settlement Class Members;

(c) the claims of Lead Plaintiffs are typical of the Settlement Class's claims;

(d) Lead Plaintiffs and Lead Counsel have fairly and adequately represented and protected the interests of the Settlement Class;

(e) the questions of law and fact common to Settlement Class Members predominate over any individual questions;

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering that the claims of Settlement Class Members in the Action are substantially similar and would, if tried, involve substantially identical proofs and may therefore be efficiently litigated and resolved on an aggregate basis as a class action; the amounts of the claims of many of the Settlement Class Members are too small to justify the expense of individual actions; and it does not appear that there is significant interest among Settlement Class Members in individually controlling the litigation of their claims; and

(g) Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlement only, Lead Plaintiffs are preliminarily certified as Class Representatives for the Settlement Class. The law firm of Labaton Keller Sucharow LLP ("Labaton") is preliminarily appointed Class Counsel for the Settlement Class and the law firm of GrayRobinson P.A. is preliminarily appointed Liaison Counsel for the Settlement Class.

5. **Settlement Hearing.** A hearing (the "Settlement Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before

the Court, either in person or remotely at the Court's discretion, at the United States District Court, Middle District of Florida, Bryan Simpson United States Courthouse, 300 North Hogan Street, Courtroom 10D, Jacksonville, FL 32202 on _____, 2026 at __:___.m., for the following purposes:

(a) to determine whether the proposed Settlement is fair, reasonable and adequate, and should be finally approved by the Court;

(b) to determine whether the proposed Final Order and Judgment ("Judgment"), as provided for under the Stipulation, should be entered, and to determine whether the release by the Settlement Class of the Released Plaintiffs' Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;

(c) to determine, for purposes of the Settlement only, whether the Settlement Class should be finally certified; whether Lead Plaintiffs should be finally appointed as Class Representatives for the Settlement Class; and whether the law firm of Labaton Keller Sucharow LLP should be finally appointed as Class Counsel for the Settlement Class;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved by the Court;

(e) to consider Lead Counsel's application, on behalf of Plaintiffs' Counsel, for an award of attorneys' fees and expenses, which may include an application for awards to Lead Plaintiffs for reimbursement of their reasonable costs and expenses (including lost wages, if any, resulting from time spent fulfilling their

duties as Lead Plaintiffs) directly related to their representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”); and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification and with or without further individual notice to the Settlement Class. The Court further reserves the right to enter the Judgment approving the Settlement regardless of whether it will approve the proposed Plan of Allocation or award attorneys’ fees and expenses. The Court may also adjourn or continue the Settlement Hearing or modify any of the dates herein without further individual notice to the Settlement Class. Any changes shall be posted on the website set up by the Claims Administrator for the Settlement, described further in ¶ 10 below.

7. **Approval of Form and Manner of Giving Notice.** The Court approves the form, substance, and requirements of the long-form Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”), the Proof of Claim and Release form (“Claim Form”), Summary Notice, and the Postcard Notice, substantially in the forms annexed hereto as Exhibits 1, 2, 3, and 4 respectively, and finds that they: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement or to exclude themselves from the Settlement Class; (c) are reasonable and constitute due,

adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the Due Process Clause of the United States Constitution, and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7)), as amended by the PSLRA, and the rules of this Court.

8. **Retention of Claims Administrator and Notice Date.** The Court approves the retention of Verita Global LLC as the Claims Administrator. The Claims Administrator shall cause the Postcard Notice, substantially in the form annexed hereto as Exhibit 4, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order (“Notice Date”), to all Settlement Class Members who can be identified with reasonable effort. The Claims Administrator may also email the Postcard Notice (or Notice) or a link to the Postcard Notice (or Notice) to Settlement Class Members, to the extent the Claims Administrator is provided with email addresses of Settlement Class Members. FIS, to the extent it has not already done so, shall make a reasonable, good-faith effort to provide, or to facilitate provision by its transfer agent, to Lead Counsel or the Claims Administrator, at no cost to Lead Counsel, the Settlement Class, or the Claims Administrator, on or before seven (7) calendar days of entry of this Preliminary Approval Order, any reasonably available list of the names and addresses (and email addresses to the extent reasonably available) of the Settlement Class Members, in electronic format (such as excel).

9. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers, such as brokerage firms and other persons or entities who purchased or acquired FIS common stock during the Class Period as record owners but not as beneficial owners. Such nominees shall either: (a) within ten (10) calendar days of receipt of the Postcard Notice or Notice, provide a list of the names, addresses, and emails (to the extent available) of all such beneficial owners to the Claims Administrator, and the Claims Administrator is ordered to mail the Postcard Notice promptly to such identified beneficial owners; or (B) within ten (10) calendar days of receipt of the Postcard Notice or Notice, either (i) request from the Claims Administrator sufficient copies of the Postcard Notice to mail to all such beneficial owners, and within ten (10) calendar days of receipt of those Postcard Notices from the Claims Administrator mail them to all such beneficial owners, or (ii) email the Postcard Notice or a link to the Postcard Notice to all such beneficial owners within ten (10) calendar days. Nominees who elect to mail or email the Postcard Notice to their beneficial owners shall also send a statement to the Claims Administrator confirming that the Postcard Notice was sent and shall retain their records for use in connection with any further notices that may be provided in the Action. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order of up to \$0.03 per Postcard Notice, plus postage at the current pre-sort rate used by the Claims Administrator, for notices mailed by nominees; \$0.03 per Postcard Notice emailed by nominees; or \$0.03 per mailing record provided to the Claims

Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with this order shall be paid from the Settlement Fund, and any unresolved disputes regarding reimbursement of such expenses shall be subject to review by the Court.

10. Contemporaneously with the mailing of the Postcard Notice, the Claims Administrator shall cause copies of the Notice and the Claim Form, substantially in the forms attached hereto as Exhibits 1 and 2, respectively, to be posted on a website to be developed for the Settlement, from which copies of the Notice and Claim Form can be downloaded. The Claims Administrator shall also mail copies of the Notice and Claim Form upon request. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of dissemination of the Postcard Notice, Notice, and Claim Form.

11. **Approval of Summary Notice.** The Court approves the form of the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Summary Notice") substantially in the form annexed hereto as Exhibit 3, and directs that Lead Counsel shall cause the Summary Notice to be published once in *Investor's Business Daily* and to be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

12. The form and content of the notice program described herein, and the methods set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. **Claims Process.** In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effectuated in accordance with the terms and conditions set forth in the Stipulation, each Claimant shall take the following actions and be subject to the following conditions:

(a) A properly executed Claim Form, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated, no later than ten (10) calendar days before the Settlement Hearing. Such deadline may be further extended by Court order or by Lead Counsel in its discretion. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid). Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator. Any Settlement Class Member who does not submit a Claim Form within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court or allowed by Lead Counsel, but shall

remain bound by all determinations and judgments in this Action concerning the Settlement, as provided by ¶ 15 of this order.

(b) The Claim Form submitted by each Claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Counsel; (iii) if the person executing the Claim Form is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Claimant must be included in the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Claim Form, each Claimant shall submit to the jurisdiction of the Court with respect to the claim submitted.

14. Any Settlement Class Member may enter an appearance in this Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. If any Settlement Class Member does not enter an appearance, he, she, or it will be represented by Lead Counsel.

15. **Exclusion from Settlement Class.** Settlement Class Members shall be bound by all orders, determinations, and judgments in this Action, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A putative Settlement Class Member wishing to make such an exclusion request shall mail the request in written form by first-class mail to the Claims Administrator at the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion must state the name, address, telephone number, and email address (if any) of the Person seeking exclusion, must state that the sender requests to be “excluded from the Settlement Class in *In re Fidelity National Information Services, Inc. Securities Litigation*, No. 23-CV-00252 (M.D. Fla.),” and must be signed by such Person, as well as their representative, if any. Persons requesting exclusion are also directed to state the information requested in the Notice, including: (i) the date(s), price(s), and number(s) of shares of all purchases and sales of FIS common stock during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

16. Settlement Class Members requesting exclusion from the Settlement Class shall not be eligible to receive any payment out of the Net Settlement Fund.

17. **Objections to Settlement.** Any Settlement Class Member who does not request exclusion from the Settlement Class may object to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel’s application for attorneys’ fees

and expenses. Any objection must: (a) state the name, address, telephone number, and email address (if any) of the objector and must be signed by the objector, as well as their representative, if any; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, and/or Fee and Expense Application in *In re Fidelity National Information Services, Inc. Securities Litigation*, No. 23-CV-00252 (M.D. Fla.); (c) state the objection(s) and the specific reasons for each objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and any legal and evidentiary support, and witnesses the Settlement Class Member wishes to bring to the Court's attention; and (d) include documents sufficient to establish the objector's membership in the Settlement Class, such as those showing the number of FIS shares of common stock purchased or sold during the Class Period, as well as the dates and prices of each such purchase and sale. The Court will consider a Settlement Class Member's objection to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees or expenses only if such Settlement Class Member has served, by hand or by mail, his, her, or its written objection and supporting papers such that they are received on or before twenty-one (21) calendar days prior to the Settlement Hearing, upon Lead Counsel: Michael P. Canty, Labaton Keller Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants' Counsel Representative: John M. Skakun III, Sidley Austin LLP, One South Dearborn, Chicago, IL 60603, and has filed, either by mail or in person, said objections and supporting papers with the Clerk of the Court, United

States District Court for the Middle District of Florida, Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202.

18. Objectors' attendance at the Settlement Hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses are required to indicate in their written objection their intention to appear at the Settlement Hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

19. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

20. Any Settlement Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, and/or to the request for attorneys' fees and expenses, unless otherwise ordered by the Court, but in all respects shall otherwise be bound by the Judgment to be entered and the releases to be given.

21. Pending final determination of whether the Settlement should be approved, Lead Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, or

prosecute any action that asserts Released Plaintiffs' Claims against the Released Defendant Parties.

22. **Supporting Papers.** All papers in support of the Settlement, Plan of Allocation, and Lead Counsel's request for an award of attorneys' fees and expenses shall be filed with the Court and served on or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

23. **Settlement Fund.** All funds held in the Settlement Fund shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Stipulation or further order of the Court.

24. Neither Defendants nor their counsel shall have any responsibility for or liability with respect to the Plan of Allocation or any application for attorney's fees or expenses submitted by Lead Counsel or Lead Plaintiffs, and such matters shall be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

25. **Termination of Settlement.** If the Settlement fails to become effective as defined in the Stipulation or is terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any

actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of October 7, 2025.

26. **Use of this Order.** Neither this Order, the Stipulation (whether or not finally approved or consummated, and including any exhibits thereto, any Plan of Allocation contained therein or approved by the Court, and the Supplemental Agreement), nor their negotiation, or any proceedings taken pursuant to them: (a) shall be offered against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiffs, or the validity of any claim that was or could have been asserted, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by any of the Released Defendant Parties; (b) shall be offered against any of the Released Defendant Parties or Released Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing of any kind or in any way referred to for any other reason as against any of the Released Defendant Parties or Released Plaintiff Parties in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Released Defendant Parties or Released Plaintiff Parties as an admission, concession, or presumption that the

consideration to be given represents the amount which could be or would have been recovered after trial; provided, however, that if the Stipulation is approved by the Court, the Released Defendant Parties, the Released Plaintiff Parties, and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

SO ORDERED this _____ day of _____.

TIMOTHY J. CORRIGAN
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

If you purchased Fidelity National Information Services, Inc. ("FIS" or the "Company") publicly traded common stock during the period from May 7, 2020 through February 10, 2023, inclusive (the "Class Period"), and were allegedly damaged thereby (the "Settlement Class"), you may be entitled to a payment from a class action settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- This Notice describes important rights you may have and what steps you must take if you wish to recover from the Settlement of this securities class action, wish to object, or wish to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$210,000,000 cash fund, plus earned interest, for the benefit of eligible Settlement Class Members, after the deduction of Court-approved fees, expenses, and Taxes. This is an average recovery of approximately \$0.42 per allegedly damaged share before deductions for awarded attorneys' fees and Litigation Expenses, and \$0.32 per allegedly damaged share after deductions for awarded attorneys' fees and Litigation Expenses.

¹ The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated December 17, 2025 (the "Stipulation"), which can be viewed at www.____.com. All capitalized terms not defined in this Notice have the same meanings as defined in the Stipulation.

- The Settlement resolves claims by Lead Plaintiffs Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans (together “Lead Plaintiffs”), which have been asserted on behalf of the Settlement Class against Defendants (i) FIS and (ii) Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren (collectively, the “Individual Defendants” and, together with FIS, the “Defendants”).² It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from the alleged claims.

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY ____ ____, 2026	The <u>only</u> way to get a payment. <i>See</i> Question 8 for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ON OR BEFORE ____ ____, 2026	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Plaintiffs’ Claims. <i>See</i> Question 10 for details.
OBJECT ON OR BEFORE ____ ____, 2026	Write to the Court about why you do not like the Settlement, the Plan of Allocation for distributing the proceeds of the Settlement, and/or Lead Counsel’s Fee and Expense Application. If you object, you will still be in the Settlement Class. <i>See</i> Question 14 for details.
PARTICIPATE IN A HEARING ON ____ ____, 2026 AND FILE A NOTICE OF INTENTION TO APPEAR BY ____ ____, 2026	Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 18 for details.
DO NOTHING	Get no payment. Give up rights. Still be bound by the terms of the Settlement.

² Pursuant to the Settlement, the Parties have stipulated to the voluntary dismissal of Ms. Ferris.

- These rights and options—**and the deadlines to exercise them**—are explained below.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement. Payments will be made to all Settlement Class Members who timely submit valid Claim Forms if the Court approves the Settlement and after any appeals are resolved.

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SUMMARY OF THE NOTICE

Statement of the Settlement Class's Recovery

1. Lead Plaintiffs have entered into the proposed Settlement with the Defendants which, if approved by the Court, will resolve the Action in its entirety. Subject to Court approval, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$210,000,000 in cash (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). Based on Lead Plaintiffs' consulting damages expert's estimate of the number of shares of FIS common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys' fees, Litigation Expenses, Taxes, and Notice and Administration Expenses, would be approximately \$0.42 per allegedly damaged share. If the Court approves Lead Counsel's Fee and Expense Application (discussed below), the average recovery would be approximately \$0.32 per allegedly damaged share. **These average recovery amounts are only estimates and Settlement**

Class Members may recover more or less than these estimates. A Settlement Class Member's actual recovery will depend on, for example: (i) the number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when and how many shares of FIS common stock the Settlement Class Member purchased during the Class Period; and (iv) whether and when the Settlement Class Member sold their FIS shares. *See* the Plan of Allocation beginning on page [__] for information about calculating Recognized Claims.

Statement of Potential Outcome of Case if the Action Continued to Be Litigated

2. The Defendants and Lead Plaintiffs disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Lead Plaintiffs were to prevail on their claims. The issues that the Defendants and Lead Plaintiffs disagree about include, for example: (i) whether Defendants made any statements or omissions that were materially false or misleading, or were otherwise actionable under the federal securities laws; (ii) whether any such statements or omissions were made with the requisite level of intent; (iii) the amount by which the price of FIS publicly traded common stock was allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors unrelated to the alleged fraud, such as general market, economic, and industry conditions, influenced the trading prices of FIS publicly traded common stock during the Class Period.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiffs

and the Settlement Class have suffered any loss attributable to Defendants' actions or omissions. Defendants further have asserted and continue to assert that, at all times, they acted in good faith and in a manner they reasonably believed to be in accordance with applicable rules, regulations, and laws.

Statement of Attorneys' Fees and Expenses Sought

4. Lead Counsel will apply to the Court, on behalf of all Plaintiffs' Counsel,³ for attorneys' fees from the Settlement Fund in an amount not to exceed 22% of the Settlement Fund, which includes any accrued interest, or \$46,200,000 plus accrued interest. Lead Counsel will also apply for payment of Litigation Expenses incurred in prosecuting the Action in an amount not to exceed \$1,300,000, plus accrued interest, which may include an application pursuant to the PSLRA for their reasonable costs and expenses (including lost wages, if any, resulting from time spent fulfilling their duties as Lead Plaintiffs) directly related to their representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application in full, the average amount of fees and expenses is estimated to be approximately \$0.10 per allegedly damaged share of FIS. A copy of the Fee and Expense Application will be posted on www._____.com after it has been filed with the Court.

Reasons for the Settlement

5. For Lead Plaintiffs, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the

³ "Plaintiffs' Counsel" means Labaton Keller Sucharow LLP, GrayRobinson, P.A., and Baylor Evnen Wolfe & Tannehill, LLP.

uncertainty of being able to prove the allegations in the Complaint; the risk that the Court may grant some or all of the anticipated summary judgment motion to be filed by Defendants; the uncertainty inherent in the Parties' various and competing theories of liability, causation, and damages; the uncertainty of a greater recovery after a trial and appeals; and the difficulties, costs, and delays inherent in complex class action litigation.

6. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reason for entering into the Settlement is to eliminate the burden, expense, uncertainty, and risk of further litigation.

Identification of Representatives

7. Lead Plaintiffs and the Settlement Class are represented by Lead Counsel, Michael P. Canty, Esq., Labaton Keller Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *FIS Securities Settlement*, c/o _____, P.O. Box _____, _____, (____) ____-____, www._____.com.

Please Do Not Call the Court with Questions About the Settlement.

BASIC INFORMATION

1. What is this Notice about?

9. The Court authorized this Notice because you, or someone you represent, may have purchased shares of FIS common stock during the period from May 7, 2020 through February 10, 2023, inclusive (the Class Period), and may have been allegedly damaged thereby. **Receipt of this Notice or the separately issued Postcard Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit a Claim Form. See Question 8 below.**

10. The Court authorized this Notice because Settlement Class Members have the right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

11. The Court in charge of the Action is the United States District Court for the Middle District of Florida, and the case is captioned *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB. The Action is assigned to the Honorable Timothy J. Corrigan, United States District Judge.

2. How do I know if I am part of the Settlement Class?

12. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 3 below) or take steps to exclude themselves from the Settlement Class (*see* Question 10 below):

All persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive, purchased the publicly traded common stock of FIS, and were allegedly damaged thereby.

13. If one of your mutual funds purchased FIS shares, that does not make you a Settlement Class Member, although your mutual fund may be. You are a Settlement Class Member only if you individually purchased FIS shares. Check your investment records or contact your broker to see if you have any eligible purchases. The Parties do not independently have access to your trading information.

3. Are there exceptions to being included?

14. Yes. There are some individuals and entities who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of any Defendant who is an individual; (iii) any person who was an officer, director, or control person of FIS during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; and (v) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person, in their capacities as such. Also excluded from the Settlement Class will be any persons or entities who or which excludes themselves from the Settlement Class by submitting a timely and valid request for exclusion in accordance with the procedures described in Question 10 below.

4. Why is this a class action?

15. In a class action, one or more persons or entities (in this case, Lead Plaintiffs) sue on behalf of people and entities who have similar claims. Together,

these people and entities are a “class,” and each is a “class member.” A class action allows one court to resolve, in a single case, many similar claims that, if brought separately by individual people, might be too small economically to litigate. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out,” from the class. In this case, Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans are Lead Plaintiffs, and the Court has appointed Labaton Keller Sucharow LLP to serve as Lead Counsel.

5. What is this case about and what has happened so far?

16. By order dated June 8, 2023, the Court: (i) consolidated two cases filed against Defendants for all purposes, including trial, and renamed the consolidated action “*In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB”; (ii) appointed Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans as Lead Plaintiffs of the consolidated class action, and (ii) approved Labaton Sucharow LLP (n/k/a Labaton Keller Sucharow LLP) as Lead Counsel.

17. The operative complaint in the Action is the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws, which was filed on August 2, 2023 (the “Complaint”) after an investigation by Lead Counsel. The Complaint alleged claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder against FIS, Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren.

18. Among other things, the Complaint alleged that Defendants made materially false or misleading statements or omissions regarding FIS's acquisition and integration of Worldpay. The Complaint further alleged that the price of FIS common stock was artificially inflated as a result of Defendants' allegedly false or misleading statements or omissions and declined when the truth was allegedly revealed through a series of partial corrective disclosures.

19. Prior to the start of discovery in the Action, Lead Plaintiffs, through Lead Counsel, conducted a thorough investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission ("SEC"); (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; and (v) the applicable law governing the claims and potential defenses. Lead Counsel identified approximately 800 and contacted or attempted to contact approximately 700 former FIS employees and other persons with relevant knowledge. Lead Counsel interviewed 87 of these individuals (eleven of whom provided information used in the Complaint as confidential witnesses), and consulted with experts on loss causation and damages issues, economics, accounting, and revenue synergies.

20. On September 22, 2023, Defendants filed a motion to dismiss the Complaint, which Lead Plaintiffs opposed on November 13, 2023. On December 19, 2023, Defendants filed their reply. On September 30, 2024, the Court denied Defendants' motion to dismiss in full.

21. Discovery commenced in November 2024. Lead Plaintiffs, Defendants, and third parties have collectively produced 852,000 documents (approximately 3,750,000 pages) and Lead Plaintiffs completed eight fact depositions.

22. On March 3, 2025, Lead Plaintiffs filed their motion for class certification. Defendants filed their opposition to Lead Plaintiffs' motion on May 2, 2025. On July 15, 2025, Lead Plaintiffs filed their reply to Defendants' opposition to certify the class, and on August 15, 2025, Defendants' filed their sur-reply in opposition to Lead Plaintiffs' motion for class certification. In connection with seeking class certification, Lead Plaintiffs defended the depositions of representatives from both Nebraska and North Carolina, as well as Lead Plaintiffs' expert on two separate occasions. Lead Plaintiffs also deposed Defendants' class certification expert.

23. On October 7, 2025, Lead Counsel and Defendants' Counsel, among others, participated in a full-day, in-person mediation session before Hon. Layn R. Phillips (Ret.) of Phillips ADR Enterprises (the "Mediator"). In advance of the session, the Parties submitted detailed mediation statements to the Mediator, together with numerous supporting exhibits, which addressed both liability and damages issues. The session ended without any agreement being reached. The Parties continued

discussions with the Mediator following the mediation to further explore the possibility of a settlement.

24. On November 14, 2025, the Parties, with the assistance of the Mediator, agreed in principle to settle the Action, subject to the Parties' execution of a settlement term sheet ("Term Sheet") and formal settlement stipulation. The Term Sheet was executed by the Parties on November 17, 2025, and a formal Stipulation and Agreement of Settlement was executed on December 17, 2025.

6. What are the reasons for the Settlement?

25. The Court did not finally decide in favor of Plaintiffs or the Defendants. Instead, both sides agreed to the Settlement. Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. Assuming the claims proceeded to trial, the Parties would present factual and expert testimony on each of the disputed issues, and there is risk that the Court or jury would resolve these issues unfavorably against Lead Plaintiffs and the class. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

26. Defendants have denied and continue to deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Defendants expressly have denied, and continue to deny, that they have committed any act or omission giving

rise to any liability under the federal securities laws or otherwise. Specifically, Defendants expressly have denied and continue to deny, among other things, each and all of the claims alleged in the Action, including all contentions concerning Defendants' business, conduct, and public statements, contentions that any such conduct or events constitute wrongdoing or give rise to liability, and allegations that Lead Plaintiffs or the Settlement Class have suffered any damages or that Lead Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action or that they could have alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. Nonetheless, Defendants are entering into the Settlement to eliminate the burden, expense, uncertainty, distraction, and risk of further litigation.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

27. In exchange for the Settlement and the release of the Released Plaintiffs' Claims against the Released Defendant Parties (*see* Question 9 below), FIS (on behalf of itself and all other Defendants) has agreed to pay or cause the payment by its insurers of a \$210,000,000 cash payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and Litigation Expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Settlement Class Members who submit valid and timely Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund.

8. How can I receive a payment?

28. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. You may obtain one from the website dedicated to the Settlement: www._____.com, or from Lead Counsel’s website www.labaton.com, or submit a claim online at www.___.com. You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at () ____-____.

29. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than ____ ____, 2026.**

9. What am I giving up to receive a payment and by staying in the Settlement Class?

30. If you are a Settlement Class Member and do not timely and validly exclude yourself from the Settlement Class, you will remain in the Settlement Class and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Plaintiffs’ Claims” against the “Released Defendant Parties.” All of the Court’s orders about the Settlement, whether favorable or unfavorable, will apply to you and legally bind you.

(a) **“Released Plaintiffs’ Claims”** means any and all claims and causes of action of every nature and description (including any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or

liabilities whatsoever), whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, ordinance, administrative provision, or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether contingent or absolute, that Lead Plaintiffs or any other Settlement Class Member: asserted in the Action or could have asserted in the Action or any court or forum that arise out of or are based upon or relate in any way to both (a) the allegations, transactions, facts, matters, occurrences, representations, or omissions set forth in the Action and (b) the purchase or other acquisition of FIS publicly traded common stock during the Class Period. Released Plaintiffs' Claims shall not include: (i) any claims relating to enforcement of the Settlement; (ii) any of the claims asserted in the following: *City of Hialeah Employees' Retirement System v. Ferris et al.*, No. 3:23-cv-1223 (M.D. Fla.), *McCollum v. Norcross et al.*, No. 3:24-cv-1090 (M.D. Fla.), and the demand letters sent to FIS's Board of Directors from Portia McCollum dated June 30, 2023, from the City of Hialeah Employees' Retirement System dated July 7, 2023, from the Young Family Living Trust dated August 20, 2024, and from Michele Luthin dated February 25, 2025; or (iii) any claims of any Person who submits a request for exclusion from the Settlement Class that is accepted by the Court.

(b) **“Released Defendant Parties”** means Defendants and each of their respective former, present, or future parents, subsidiaries, divisions, controlling persons, associates, related entities, and affiliates and each and all of their respective

former, present, or future employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures, and insurers and reinsurers; and the predecessors, successors, assigns, estates, Immediate Family members, heirs, executors, trustees, administrators, agents, and legal representatives of each of them, in their capacities as such, as well as any trust of which any Released Defendant Party is the settlor or which is for the benefit of any of their Immediate Family members.

(c) “**Unknown Claims**” means any and all Released Plaintiffs’ Claims that Lead Plaintiffs or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished

any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the Action, the Released Plaintiffs' Claims, or the Released Defendants' Claims, but Lead Plaintiffs and Defendants shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have fully, finally, and forever waived, compromised, settled, discharged, extinguished, and released, any and all Released Plaintiffs' Claims and Released Defendants' Claims, as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs'

Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

31. The "Effective Date" will occur when an order entered by the Court approving the Settlement becomes Final and is no longer subject to appeal.

32. Upon the "Effective Date," Defendants will also provide a release of any claims against Lead Plaintiffs and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

33. If you want to keep any right you may have to sue or continue to sue Defendants and any other Released Defendant Parties on your own concerning the Released Plaintiffs' Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or "opting out." **Please note:** If you decide to exclude yourself from the Settlement Class, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit. Defendants have the option to terminate the Settlement if a certain amount of Settlement Class Members request exclusion.

10. How do I exclude myself from the Settlement Class?

34. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you request to be "excluded from the Settlement Class in *In re Fidelity National Information Services, Inc. Sec. Litig.*, No. 23-CV-252 (M.D. Fla.)." You cannot exclude yourself by telephone or email. Each request for exclusion must also: (i) state

the name, address, telephone number, and email address (if any) of the person or entity requesting exclusion; (ii) state the number of shares of FIS common stock the person or entity purchased as well as the dates and prices of each purchase and sale of such shares; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion must be mailed so that it is *received no later than* _____, 2026 at:

FIS Securities Settlement
c/o _____
EXCLUSIONS
P.O. Box _____
City, STATE ZIP

35. This information is needed to determine whether you are a member of the Settlement Class. Your exclusion request must comply with these requirements in order to be valid.

36. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member and the Settlement will not affect you. If you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you will not release any claims against Defendants and the other Released Defendant Parties.

11. **If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same reasons later?**

37. No. Unless you properly exclude yourself, you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released

Plaintiffs' Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is ____ ____, **2026**.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

38. Labaton Keller Sucharow LLP is Lead Counsel in the Action and represents all Settlement Class Members. You will not be separately charged for these lawyers. The Court will determine the amount of attorneys' fees and Litigation Expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

39. Plaintiffs' Counsel have been prosecuting the Action on a contingent basis. Lead Counsel will seek, on behalf of Plaintiffs' Counsel, an attorneys' fee award of no more than 22% of the Settlement Fund, or \$46,200,000, plus accrued interest. Lead Counsel will also seek payment of Litigation Expenses incurred in the prosecution of the Action of no more than \$1,300,000, plus accrued interest, which may include an application by Lead Plaintiffs for their reasonable costs and expenses (including lost wages) related to their representation of the Settlement Class, pursuant to the PSLRA. Any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR
THE FEE AND EXPENSE APPLICATION**

14. How do I tell the Court that I do not like something about the proposed Settlement?

40. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or Lead Counsel's Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

41. To object, you must send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application in *In re Fidelity National Information Services, Inc. Sec. Litig.*, No. 23-CV-252 (M.D. Fla.). The objection must also: (i) state the name, address, telephone number, and email address (if any) of the objector and must be signed by the objector; (ii) contain a statement of the Settlement Class Member's objection or objections and the specific reasons for the objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court's attention; and (iii) include documents sufficient to show the objector's membership in the Settlement Class, such as those showing the number of shares of FIS common stock the person or entity purchased during the Class Period as well as the dates and prices of each purchase and sale of such shares. Unless otherwise

ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application. Your objection must be filed with the Court *no later than* ____ ____, 2026 **and** be mailed or delivered to the following counsel so that it is *received no later than* ____ ____, 2026:

<u>Court</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel Representative</u>
Clerk of the Court United States District Court Middle District of Florida Bryan Simpson United States Courthouse 300 North Hogan Street, Jacksonville, FL 32202	Labaton Keller Sucharow LLP Michael P. Canty Esq. 140 Broadway New York, NY 10005	Sidley Austin LLP John M. Skakun III One South Dearborn Chicago, IL 60603

42. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has complied with the procedures described in this Question 14 and below in Question 18 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

15. What is the difference between objecting and seeking exclusion?

43. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Lead Counsel's Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if

you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

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

44. The Court will hold the Settlement Hearing on ____ ____, 2026 at _:_
_.m. in Courtroom 10D at the United States District Court for the Middle District of Florida, Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202.

45. At this hearing, the Honorable Timothy Corrigan will consider whether: (i) the Settlement is fair, reasonable, and adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

46. The Court may change the date and time of the Settlement Hearing, or hold the hearing remotely, without an individual notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed, or periodically check

the Settlement website at www.____.com to see if the Settlement Hearing stays as scheduled or is changed.

17. Do I have to come to the Settlement Hearing?

47. No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below *no later than* ____ , 2026.

18. May I speak at the Settlement Hearing?

48. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, *no later than* ____ , 2026, submit a statement that you, or your attorney, intend to appear in *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB (M.D. Fla.). If you intend to present evidence at the Settlement Hearing, you must also include in your objection (prepared and submitted according to the answer to Question 14 above) the identities of any witnesses you may wish to call to testify and any exhibits you intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 18 and Question 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

49. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants or any other Released Defendant Parties concerning the Released Plaintiffs' Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start, continue, or be a part of any other lawsuit against Defendants or any other Released Defendant Parties concerning the Released Plaintiffs' Claims, you must exclude yourself from the Settlement Class (*see* Question 10 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

50. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You may review the Stipulation and other documents filed in the case during business hours at the Office of the Clerk of the United States District Court, Middle District of Florida, Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202. (Please check the Court's website, www.flmd.uscourts.gov, for information about Court closures before visiting.) Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's online Case Management/Electronic Case Files System at <https://www.pacer.gov>.

51. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement, by visiting the website dedicated to the Settlement, www.____.com, or the website of Lead Counsel, www.labaton.com. You may also call the Claims Administrator toll free at (____) ____-____ or write to the Claims Administrator at *FIS Securities Settlement*, c/o _____, P.O. Box _____, CITY, STATE ZIP. **Please do not call the Court with questions about the Settlement.**

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

21. How will my claim be calculated?

52. The Plan of Allocation explained below is the plan for calculating claims and distributing the proceeds of the Settlement that is being proposed by Lead Plaintiffs and Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional individual notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at: www.____.com and at www.labaton.com.

53. The \$210 million Settlement Amount and the interest earned thereon is the gross Settlement Fund. The gross Settlement Fund, less all Taxes, approved costs, fees, and expenses (the “Net Settlement Fund”) will be distributed to members of the Settlement Class who submit valid Claim Forms that are accepted for payment in accordance with the Plan of Allocation approved by the Court and Stipulation (“Authorized Claimants”).

54. The Claims Administrator will calculate each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim" pursuant to the Court-approved Plan of Allocation. The formulas below are not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial; nor are they intended to estimate the amount that will be paid to an Authorized Claimant pursuant to the Settlement. The formulas are the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

55. The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants in light of the alleged violations of the federal securities laws during the Class Period (May 7, 2020 through February 10, 2023, inclusive). To design this Plan, Lead Counsel has conferred with Lead Plaintiffs' damages expert. The Plan of Allocation, however, is not a formal damages analysis.

56. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities at issue. In this case, Lead Plaintiffs allege that Defendants issued false statements or omitted material facts during the Class Period that allegedly artificially inflated the price of FIS common stock. It is alleged that corrective information released to the market prior

to market open on August 4, 2022, November 3, 2022, and February 13, 2023, negatively impacted the market price of FIS common stock on those days in a statistically significant manner and removed alleged artificial inflation from the price of FIS common stock. Accordingly, in order to have a compensable loss for purposes of this Settlement, FIS publicly traded common stock must have been purchased on the open market during the period from May 7, 2020 through February 10, 2023, inclusive, and been held through at least one of the alleged corrective disclosure dates listed above.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

57. For purposes of determining whether a Claimant has a Recognized Claim, if a Claimant has more than one purchase or sale of FIS publicly traded common stock during the Class Period, all purchases and sales will be matched on a “First In/First Out” (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

58. A “Recognized Loss Amount” will be calculated as set forth below for each purchase of FIS common stock during the Class Period, May 7, 2020 through February 10, 2023, inclusive, that is listed in the Claim Form and for which adequate documentation is provided, as determined by the Claims Administrator and Lead Counsel. To the extent that the calculation of a Claimant’s Recognized Loss Amount

results in a negative number (a gain), that number shall be set to zero. Claimants bear the burden of establishing the eligibility of their claims.

59. For each share of FIS publicly traded common stock purchased during the Class Period and sold before the close of trading on May 12, 2023, an “Out of Pocket Loss” will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number (a gain), that number shall be set to zero.

60. The sum of a Claimant’s Recognized Loss Amounts will be their Recognized Claim.

61. **For each share of FIS common stock purchased from May 7, 2020 through and including February 10, 2023,⁴ and:**

- A. Sold before August 4, 2022, the Recognized Loss Amount for each share shall be zero.
- B. Sold from August 4, 2022 through February 10, 2023, the Recognized Loss Amount for each such share shall be *the lesser of*:
 1. the dollar artificial inflation applicable to each share on the date of purchase as set forth in **Table 1** below minus the dollar artificial inflation applicable to each share on the date of sale as set forth in **Table 1** below; or
 2. the Out of Pocket Loss.

⁴ The Complaint alleged that, after market close on Friday, February 10, 2023, corrective information related to the February 13, 2023 alleged disclosure began to leak, beginning with an article from Reuters released at 6:56 PM ET. Accordingly, Claimants who purchased or sold on February 10, 2023, after 6:56 PM ET, are assumed to have traded at zero inflation.

C. Sold from February 11, 2023 through May 12, 2023, the Recognized Loss Amount for each such share shall be *the least of*:

3. the dollar artificial inflation applicable to each such share on the date of purchase as set forth in **Table 1** below; or
4. the actual purchase price of each share *minus* the average closing price from February 13, 2023, up to the date of sale as set forth in **Table 2** below; or
5. the Out of Pocket Loss.

D. Held as of the close of trading on May 12, 2023, the Recognized Loss Amount for each share shall be *the lesser of*:

1. the dollar artificial inflation applicable to each share on the date of purchase as set forth in **Table 1** below; or
2. the actual purchase price of each share *minus* \$57.33.⁵

⁵ Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of FIS common stock during the “90-day look-back period,” February 13, 2023 through May 12, 2023. The mean (average) closing price for FIS common stock during this 90-day look-back period was \$57.33.

TABLE 1

**FIS Common Stock Alleged Artificial Inflation for Purposes of
 Calculating Purchase and Sale Inflation**

Transaction Date	Alleged Artificial Inflation Per Share
May 7, 2020 - August 3, 2022	\$35.73
August 4, 2022 - November 2, 2022	\$28.31
November 3, 2022 - February 10, 2023 ⁶	\$9.75

TABLE 2

**FIS Common Stock Closing Price and Average Closing Price
 February 13, 2023 – May 12, 2023**

Date	Closing Price	Average Closing Price Between February 13, 2023 and Date Shown	Date	Closing Price	Average Closing Price Between February 13, 2023 and Date Shown
2/13/2023	\$66.00	\$66.00	3/30/2023	\$52.17	\$59.05
2/14/2023	\$67.81	\$66.91	3/31/2023	\$54.33	\$58.91
2/15/2023	\$67.45	\$67.09	4/3/2023	\$54.09	\$58.77
2/16/2023	\$69.16	\$67.61	4/4/2023	\$52.95	\$58.61
2/17/2023	\$69.50	\$67.98	4/5/2023	\$53.72	\$58.48
2/21/2023	\$67.11	\$67.84	4/6/2023	\$55.43	\$58.40
2/22/2023	\$67.03	\$67.72	4/10/2023	\$54.69	\$58.31
2/23/2023	\$66.18	\$67.53	4/11/2023	\$56.00	\$58.25
2/24/2023	\$64.90	\$67.24	4/12/2023	\$55.31	\$58.18
2/27/2023	\$64.52	\$66.97	4/13/2023	\$56.70	\$58.14
2/28/2023	\$63.37	\$66.64	4/14/2023	\$57.41	\$58.12
3/1/2023	\$62.85	\$66.32	4/17/2023	\$58.04	\$58.12
3/2/2023	\$63.89	\$66.14	4/18/2023	\$56.66	\$58.09
3/3/2023	\$63.93	\$65.98	4/19/2023	\$56.01	\$58.04
3/6/2023	\$63.88	\$65.84	4/20/2023	\$56.28	\$58.01
3/7/2023	\$62.63	\$65.64	4/21/2023	\$56.28	\$57.97
3/8/2023	\$62.92	\$65.48	4/24/2023	\$55.86	\$57.93

⁶ Claimants who purchased/sold after 6:56 PM on February 10, 2023 are assumed to have purchased/sold at zero inflation.

3/9/2023	\$59.76	\$65.16	4/25/2023	\$55.28	\$57.87
3/10/2023	\$57.22	\$64.74	4/26/2023	\$54.84	\$57.82
3/13/2023	\$49.82	\$64.00	4/27/2023	\$56.31	\$57.79
3/14/2023	\$53.32	\$63.49	4/28/2023	\$58.72	\$57.80
3/15/2023	\$51.57	\$62.95	5/1/2023	\$56.69	\$57.78
3/16/2023	\$52.15	\$62.48	5/2/2023	\$53.13	\$57.70
3/17/2023	\$51.64	\$62.03	5/3/2023	\$52.86	\$57.61
3/20/2023	\$51.55	\$61.61	5/4/2023	\$53.23	\$57.54
3/21/2023	\$53.09	\$61.28	5/5/2023	\$55.75	\$57.50
3/22/2023	\$51.27	\$60.91	5/8/2023	\$55.96	\$57.48
3/23/2023	\$49.97	\$60.52	5/9/2023	\$55.65	\$57.45
3/24/2023	\$49.70	\$60.14	5/10/2023	\$55.14	\$57.41
3/27/2023	\$50.21	\$59.81	5/11/2023	\$55.00	\$57.37
3/28/2023	\$50.65	\$59.52	5/12/2023	\$55.07	\$57.33
3/29/2023	\$51.47	\$59.27			

ADDITIONAL PROVISIONS

62. FIS publicly traded common stock is the only security eligible for a recovery under the Plan of Allocation. With respect to FIS publicly traded common stock acquired or sold through the exercise of an option, the purchase/sale date of the FIS common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

63. Purchases and sales of FIS publicly traded common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” or “sale” date.

64. The receipt or grant of shares by gift, inheritance, or operation of law during the Class Period will not be deemed an eligible purchase or acquisition of shares for the calculation of a Claimant’s Recognized Claim, nor will the receipt or grant be

deemed an assignment of any claim relating to the purchase of such shares unless: (i) the donor or decedent purchased such shares of FIS publicly traded common stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

65. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase or acquisition is also zero.

66. If a Claimant has an opening short position in FIS publicly traded common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions will be matched against such opening short position in accordance with the FIFO matching described above, and any portion of such purchases or acquisition that covers such short sales will not be entitled to recovery. If a Claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition will be matched against such short position on a FIFO basis and will not be entitled to a recovery.

67. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant will receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized

Claimants, multiplied by the total amount in the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

68. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

69. Settlement Class Members who do not submit acceptable Claim Forms will not share in the distribution of the Net Settlement Fund. However, they will nevertheless be bound by the Settlement and the final Judgment of the Court dismissing this Action and related claims.

70. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement and the Settlement has reached its Effective Date. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer feasible or economical to distribute. Any balance that still remains

in the Net Settlement Fund after such redistribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and any unpaid attorneys' fees and expenses, shall be contributed to the Council of Institutional Investors, a non-profit, non-sectarian organization, or such other organization approved by the Court.

71. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Claimants. No Person shall have any claim against Lead Plaintiff, Lead Counsel, their damages expert, the Claims Administrator, or other agent designated by Lead Counsel, arising from determinations or distributions to Claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants, Defendants' Counsel, and all other Released Defendant Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

72. Each Claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Middle District of Florida with respect to his, her, or its claim.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

73. If, for the beneficial interest of a person or entity other than yourself, you purchased FIS publicly traded common stock (NYSE: FIS; CUSIP: 31620M106): during the period from May 7, 2020 through February 10, 2023, the Court has directed that **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF NOTICE OF THE SETTLEMENT, YOU MUST EITHER: (A)** provide a list of the names, addresses, and emails of all such beneficial owners to the Claims Administrator, and the Claims Administrator is ordered to send a Postcard Notice promptly to such identified beneficial owners; or **(B)** either **(i)** request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners, and **WITHIN TEN (10) CALENDAR DAYS** of receipt of those Postcard Notices from the Claims Administrator mail them to all such beneficial owners, or **(ii)** email the Postcard Notice or a link to the Postcard Notice to all such beneficial owners **WITHIN TEN (10) CALENDAR DAYS**. Nominees who elect to send the Postcard Notice to their beneficial owners **SHALL ALSO** send a statement to the Claims Administrator confirming that the Postcard Notice was sent and shall retain their records for use in connection with any further notices that may be provided in the Action. Upon **FULL AND TIMELY** compliance with these directions, nominees may seek reimbursement of their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners of up to: \$0.03 per Postcard Notice, plus postage at the current pre-sort rate used by the Claims Administrator, for notices mailed by nominees; \$0.03 per Postcard

Notice emailed by nominees; or \$0.03 per mailing record provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees shall be paid from the Settlement Fund, and any unresolved disputes regarding reimbursement of such expenses shall be subject to review by the Court.

74. All communications concerning the foregoing should be addressed to the Claims Administrator:

FIS Securities Settlement
c/o _____
P.O. Box _____
CITY, STATE ZIP

Dated: _____, 2026

BY ORDER OF THE U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

EXHIBIT A-2

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

PROOF OF CLAIM AND RELEASE

A. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the class action entitled *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB (M.D. Fla.) (the “Action”), you must complete and, on page ____ below, sign this Proof of Claim and Release form (“Claim Form”). If you fail to submit a timely and properly addressed (as explained in paragraph 3 below) Claim Form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.¹

2. Submission of this Claim Form, however, does not ensure that you will share in the proceeds of the Settlement.

3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.____ NO LATER THAN _____, 2026 OR, IF MAILED, BE POSTMARKED NO LATER THAN _____, 2026, ADDRESSED AS FOLLOWS:**

FIS Securities Settlement
c/o _____

If you are NOT a member of the Settlement Class (as defined in the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and

¹ All capitalized terms not defined in this Claim Form have the meanings given them in the Stipulation and Agreement of Settlement (“Stipulation”) available at www.____.com.

Expenses (“Notice”), available at www.____.com), DO NOT submit a Claim Form.

4. If you are a member of the Settlement Class and you have not timely requested exclusion, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.**

B. CLAIMANT IDENTIFICATION

1. If you purchased Fidelity National Information Services, Inc. (“FIS”) publicly traded common stock (NYSE: FIS; CUSIP: 31620M106) during the period from May 7, 2020 through February 10, 2023, inclusive (the “Class Period”), and held the shares in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the FIS shares through a third party, such as a brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form, entitled “Claimant Identification,” to identify each beneficial purchaser of FIS common stock that forms the basis of this claim, as well as the purchaser of record if different. **THIS CLAIM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S).**

3. All joint purchasers must sign this claim. Executors, administrators, legal representatives, guardians, conservators, and trustees submitting this Claim Form must complete and sign on behalf of persons represented by them, and their

authority must accompany this Claim Form and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

C. IDENTIFICATION OF TRANSACTIONS

1. Use Part II of this form, entitled “Schedule of Transactions,” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to the purchases and sales of FIS publicly traded common stock, whether the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim. FIS publicly traded common stock is the only security eligible for a payment from the Settlement.

3. The date of covering a “short sale” is deemed to be the date of purchase of FIS common stock. The date of a “short sale” is deemed to be the date of sale of FIS common stock.

4. Your claim must be accompanied by adequate and genuine supporting documentation for the transactions reported, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the

transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Counsel. Claimants bear the burden of establishing the sufficiency of their claim. Failure to provide appropriate and sufficient documentation could delay verification of your claim or result in rejection of your claim. **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN FIS COMMON STOCK.**

5. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request to, or may be asked to, submit information regarding their transactions in electronic files. (This is different than submitting a claim using the Settlement website.) All such Claimants **MUST** also submit a manually signed paper Claim Form whether or not they submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at (____) ____-____ or visit [www. ____ .com](http://www.____.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART I – CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner

First Name	Last Name
<input type="text"/>	<input type="text"/>

Joint Beneficial Owner (if applicable)

First Name	Last Name
<input type="text"/>	<input type="text"/>

If this claim is submitted for an IRA, and if you would like any check that you might be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

Entity Name (if the Beneficial Owner is not an individual)

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address

City	State/Province	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Postal Code (if applicable)	Foreign Country (if applicable)
<input type="text"/>	<input type="text"/>

Telephone Number (Day)	Telephone Number (Evening)
<input type="text"/>	<input type="text"/>

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim):

Type of Beneficial Owner (specify one of the following):

- | | | | |
|--|--------------------------------------|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Corporation | <input type="checkbox"/> UGMA-Custodian | <input type="checkbox"/> IRA |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate | <input type="checkbox"/> Trust | <input type="checkbox"/> Other (describe: _____) |

PART II – SCHEDULE OF TRANSACTIONS

1. BEGINNING HOLDINGS AS OF MAY 7, 2020 – State the total number of shares of FIS publicly traded common stock held as of the opening of trading on May 7, 2020: _____. (Must be documented.)				Confirm Proof of Position Enclosed <input type="checkbox"/>
2. PURCHASES DURING THE CLASS PERIOD – Separately list each and every purchase of FIS publicly traded common stock from the opening of trading on May 7, 2020 through and including the close of trading on February 10, 2023. (Must be documented.)				
Date of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
3. PURCHASES DURING THE 90-DAY LOOK-BACK PERIOD – State the total number of shares of FIS publicly traded common stock purchased from February 13, 2023 through and including the close of trading on May 12, 2023. ² (Must be documented.) _____				
4. SALES OF FIS COMMON STOCK FROM MAY 7, 2020 THROUGH MAY 12, 2023 – Separately list each and every sale of FIS common stock from after the opening of trading on May 7, 2020 through and including the close of trading on May 12, 2023. (Must be documented.)				IF NONE, CHECK HERE <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
5. HOLDINGS OF FIS COMMON STOCK AS OF CLOSE OF TRADING ON MAY 12, 2023 – State the total number of shares of FIS common stock held as of the close of trading on May 12, 2023. If none, write “zero” or “0.” _____. (Must be documented.)				Confirm Proof of Position Enclosed <input type="checkbox"/>
IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST PHOTOCOPY THIS PAGE, WRITE YOUR NAME, AND CHECK THIS BOX <input type="checkbox"/>.				

² Information requested with respect to your purchases of FIS publicly traded common stock from February 13, 2023 through May 12, 2023 is needed in order to perform the necessary calculations for your claim. Purchases during this period, however, are not eligible transactions and will not be used to calculate Recognized Loss Amounts pursuant to the Plan of Allocation.

PART III – ACKNOWLEDGMENTS AND RELEASE

**YOU MUST READ AND SIGN THE RELEASE BELOW. FAILURE TO SIGN
MAY RESULT IN A DELAY IN PROCESSING OR
THE REJECTION OF YOUR CLAIM.**

**A. SUBMISSION TO JURISDICTION OF THE COURT AND
ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement, dated _____, 2026 and Plan of Allocation, described in the notices of the Settlement available at www.____.com. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Florida with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that, once the Settlement reaches its Effective Date, I (we) will be bound by and subject to the terms of all judgments and orders entered in the Action, including the releases set forth therein. I (We) agree to provide additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in FIS common stock and other securities, if required to do so. I (We) have not submitted any other claim covering the same transactions as stated herein and know of no other person having done so on my (our) behalf.

B. RELEASES, WARRANTIES, AND CERTIFICATION

1. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the notices, and that I am (we are) not excluded from the Settlement Class.

2. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge with prejudice the Released Plaintiffs' Claims as to each and all of the Released Defendant Parties (as these terms are defined in the Stipulation). This

release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

4. I (We) hereby warrant and represent that I (we) have included information about all purchases and sales of FIS common stock and that occurred during the relevant time periods and the number of shares held by me (us), to the extent requested.

5. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____, _____.
(Month / Year) (City) (State/Country)

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant, if any

(Capacity of person(s) signing, e.g., beneficial purchaser, executor, or legal representative)

REMINDER CHECKLIST

1. Please sign the above release and acknowledgement.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to:
FIS Securities Settlement
c/o _____

8. **Do not use red pen or highlighter** on the Claim Form or supporting documentation.

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

**SUMMARY NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS ACTION AND
MOTION FOR ATTORNEYS' FEES AND EXPENSES**

TO: All persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive (the “Class Period”), purchased the publicly traded common stock of Fidelity National Information Services, Inc. (“FIS”), and were allegedly damaged thereby (the “Settlement Class”).

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Middle District of Florida, that Lead Plaintiffs, on behalf of themselves and all members of the proposed Settlement Class, and FIS and the other defendants (collectively, “Defendants”), have reached a proposed settlement of the claims, and related claims, in the above-referenced class action (the “Action”) in the amount of \$210,000,000 (the “Settlement”).

A hearing will be held before the Honorable Timothy J. Corrigan, either in person or remotely in the Court’s discretion, on _____, 2026, at _____.m. at the United States District Court, Middle District of Florida, Bryan Simpson United States Courthouse, 300 North Hogan Street, Courtroom 10D, Jacksonville, FL 32202 (the “Settlement Hearing”) to determine whether the Court should: (i) approve the proposed Settlement as fair, reasonable, and adequate; (ii) dismiss the Action with prejudice as provided in the Stipulation and Agreement of Settlement, dated December 17, 2025; (iii) approve the proposed Plan of Allocation for distribution of the proceeds of the Settlement (the “Net Settlement Fund”) to Settlement Class Members; and (iv) approve Lead Counsel’s Fee and Expense Application. The Court may change the date of the Settlement Hearing, or hold it remotely, without providing another

notice. You do NOT need to attend the Settlement Hearing in order to receive a distribution from the Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO A MONETARY PAYMENT. If you have not yet received a Postcard Notice, you may obtain copies of the Postcard Notice, long-form Notice, and Claim Form by visiting www.____.com or by contacting the Claims Administrator at:

FIS Securities Settlement

c/o _____
P.O. Box ____
____, _____
info@____.com
(____) ____-____

Inquiries, other than requests for copies of notices or about the status of a claim, may also be made to Lead Counsel:

LABATON KELLER SUCHAROW LLP

Michael P. Canty, Esq.
140 Broadway
New York, NY 10005
www.labaton.com
settlementquestions@labaton.com
(888) 219-6877

If you are a Settlement Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Claim Form *postmarked or submitted online no later than* _____, **2026**. If you are a Settlement Class Member and do not timely submit a valid Claim Form, you will not be eligible to share in the

distribution of the Net Settlement Fund, but you will nevertheless be bound by all judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable.

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions in the Notice, available at www.____.com and www.labaton.com, and such request must be *received no later than* _____, **2026**. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable, but you will not be eligible to share in the distribution of the Net Settlement Fund.

Any objections to the proposed Settlement, Lead Counsel's Fee and Expense Application, and/or the proposed Plan of Allocation must be filed with the Court, either by mail or in person, and be mailed to counsel for the Parties in accordance with the instructions in the Notice, available at www.____.com and www.labaton.com, such that they are *received no later than* _____, **2026**.

**PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR
DEFENDANTS' COUNSEL REGARDING THIS NOTICE**

DATED: _____, 2026 BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

EXHIBIT A-4

Court-Ordered Legal Notice

Important Legal Notice Authorized by the United States District Court, Middle District of Florida about the Settlement of a Class Action.

If you purchased Fidelity National Information Services, Inc. publicly traded common stock during the period from May 7, 2020 through February 10, 2023, inclusive, a class action Settlement has been reached that will impact your legal rights.

You may be eligible for a cash payment. Please read this postcard carefully.

For more information, please visit
www._____com.

Scan QR Code for a more detailed notice about the proposed Settlement.

[ADD QR CODE]

FIS Securities Settlement

c/o _____

P.O. Box _____

City, State Zip

Postal Service: Please do not mark barcode

[NAME1]
[ADDR2]
[CITY] [ST] [ZIP]
[COUNTRY]

This postcard is to inform you that a proposed Settlement totaling **\$210,000,000** has been reached with defendants Fidelity National Information Services, Inc. ("FIS") (and Norcross, James Woodall, Stephanie Ferris, and Thomas Warren, which will resolve all claims, and related claims, in the class action captioned *In re Fidelity National Information Services, Inc. Sec. Litig.*, Case No. 3:23-cv-252-TJC-PDB (the "Action"). If approved, the Settlement will end the lawsuit, in which Lead Plaintiffs bring claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, alleging, among other things, that defendants made materially false or misleading statements or omissions regarding FIS's acquisition and integration of Worldpay.

You received this postcard because you, or an investment account you represent, may be a member of the proposed Settlement Class (explained below). The issuance of this postcard does not reflect the opinion of the Court on the merits of the claims or defenses asserted by either side. Defendants deny all liability or wrongdoing. Capitalized terms not defined in this postcard have the meanings given in the Stipulation and Agreement of Settlement, dated as of December 17, 2025 (the "Stipulation"). THIS POSTCARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT **WWW.____.COM** FOR MORE INFORMATION AND THE FULL SETTLEMENT NOTICE.

What does the Settlement provide?

FIS (on behalf of itself and all other defendants) has agreed to pay or cause the payment by its insurers of **\$210,000,000** in exchange for the settlement and release of all claims in the Action and related claims ("Released Plaintiffs' Claims"). The Settlement Amount, plus accrued interest, after deduction of Court-awarded attorneys' fees and expenses, Notice and Administration Expenses, and Taxes, will be allocated among Settlement Class Members who submit valid claims.

Your *pro rata* share of the Settlement proceeds will depend on, among other things, the number and value of submitted claims, how many eligible shares of FIS publicly traded common stock you bought, and when your shares were purchased or sold. If all Settlement Class Members participate in the Settlement, the estimated average recovery will be approximately \$0.42 per eligible share before deduction of Court-approved fees and costs. Your portion of the Settlement proceeds will be determined by the plan of allocation approved by the Court. The proposed plan is in the full Notice.

Am I affected by the Settlement?

Receipt of this postcard does not mean you are a Settlement Class Member. The Settlement Class is: **all persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive, purchased the publicly traded common stock of FIS, and were allegedly damaged thereby (the "Settlement Class")**. Certain individuals and entities are excluded from the Settlement Class by definition.

How do I get a payment?

Receipt of this postcard does not mean you are eligible for a recovery. To qualify for payment, you must submit a valid Claim Form, which can be found at **www.____.com**, or you can request one by contacting the Claims Administrator. Claim Forms must be postmarked by _____, **2026** and be mailed to: *FIS Securities Settlement, c/o _____, P.O. Box _____, _____, _____*, or be submitted online by _____, **2026**.

How will Plaintiff's Counsel be paid?

The Court has appointed the law firm of Labaton Keller Sucharow LLP as Lead Counsel. Lead Counsel will ask the Court to award it and other Plaintiffs' Counsel up to 22% of the Settlement Fund in attorneys' fees, plus expenses of no more than \$1,300,000, which may include reimbursement to Lead Plaintiffs for their costs pursuant to 15 U.S.C. § 78u-4(a)(4). These fees and costs would total approximately \$0.10 per eligible share.

What are my other options?

You may request exclusion from the Settlement Class on or before _____, **2026**; object to the Settlement, the Plan of Allocation, or Lead Counsel's Fee and Expense Application on or before _____, **2026**; or do nothing. If you exclude yourself, you may be able to pursue the claims being settled on your own, but you cannot get money from the Settlement or object. If the Court does not approve the Settlement, no payments will be made, and the lawsuit will continue. By doing nothing, you will get no payment, and you will not be able to sue any of the Released Defendant Parties for the Released Plaintiffs' Claims. The full Notice provides instructions for submitting a Claim Form, requesting exclusion, and objecting, and you must comply with all of the instructions. Please visit **www.____.com**.

What happens next?

The Court will hold a hearing on _____, _____, at _____:_____.m. (ET) to consider whether to approve the Settlement, the Fee and Expense Application, and/or the Plan of Allocation. You will be represented by Lead Counsel unless you enter an appearance through your own counsel, at your cost. You may attend the hearing and do not need an attorney to do so.

Questions?

To learn more, scan the QR code, visit **www.____.com**, call (____) _____-____, email **info@____.com**, or write *FIS Securities Settlement c/o _____, P.O. Box _____, City, State, Zip*.

EXHIBIT B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

IN RE FIDELITY NATIONAL
INFORMATION SERVICES, INC.
SECURITIES LITIGATION

Case No. 3:23-cv-252-TJC-PDB

Honorable Timothy J. Corrigan

Honorable Patricia D. Barksdale

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS:

A. Lead Plaintiffs Nebraska Investment Council, North Carolina Retirement Systems, and North Carolina Supplemental Retirement Plans (together “Lead Plaintiffs”), on behalf of themselves and all other members of the Settlement Class (defined below), on the one hand, and Fidelity National Information Services, Inc. (“FIS” or the “Company”), and Gary Norcross, James Woodall, Stephanie Ferris, and Thomas Warren (together with the Company, the “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”), dated as of _____, 2025, in the above-captioned litigation (the “Action”);

B. On _____, 2025, Lead Plaintiffs filed a Stipulation of Voluntary Dismissal as to Defendant Stephanie Ferris;

C. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered on _____, 2025 (the “Preliminary Approval Order”), the Court scheduled a hearing for _____, 2026 at __: __ .m. (the “Settlement Hearing”) to, among other things: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and should be approved by the Court; (ii) determine whether a judgment as provided for in the Stipulation should be entered; and (iii) rule on Lead Counsel’s Fee and Expense Application;

D. The Court ordered that the Postcard Notice, substantially in the form attached to the Preliminary Approval Order as Exhibit 4, be mailed by first-class mail,

postage prepaid, on or before ten (10) business days after the date of entry of the Preliminary Approval Order (“Notice Date”) to all Settlement Class Members who could be identified through reasonable effort, that the long-form Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”) and Proof of Claim and Release form (“Claim Form”), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, be posted on a website developed for the Settlement, from which copies of the Notice and Claim Form could be downloaded, and that the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the “Summary Notice”), substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published in *Investor’s Business Daily* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

E. The notices advised Settlement Class Members of the date and purpose of the Settlement Hearing. The notices further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by _____, 2026, and that requests for exclusion from the Settlement Class were to be mailed to the Claims Administrator and received by _____, 2026;

F. The provisions of the Preliminary Approval Order as to notice were complied with;

G. As required by the Preliminary Approval Order, Lead Plaintiffs moved for final approval of the Settlement. The Settlement Hearing was duly held before this

Court on _____, 2026, at which time all interested Persons were afforded the opportunity to be heard; and

H. This Court has duly considered Lead Plaintiffs' motion for final approval of the Settlement, the affidavits, declarations, memoranda of law submitted in support thereof, the Stipulation, and all of the submissions and arguments presented with respect to the proposed Settlement;

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED, AND DECREED that:

1. **Incorporation of Settlement Documents.** This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with the Court on _____, 2025; and (ii) the notices, which were filed with the Court on _____, 2026. Capitalized terms not defined in this Judgment shall have the meanings set forth in the Stipulation.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. **Class Certification for Purposes of Settlement.** The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all persons and entities who or which, during the period from May 7, 2020 through February 10, 2023, inclusive, purchased the publicly traded common stock of FIS, and were allegedly damaged thereby.

Excluded from the Settlement Class by definition are: (i) Defendants; (ii) members of the Immediate Family of any Defendant who is an individual; (iii) any person who was an officer, director, or control person of FIS during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; and (v) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded person, in their capacities as such. [Exhibit A attached hereto lists the Persons whose requests for exclusion from the Settlement Class are accepted by the Court.]

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finally appoints Lead Plaintiffs as Class Representatives for the Settlement Class, and finally appoints the law firm of Labaton Keller Sucharow LLP as Class Counsel for the Settlement Class.

5. **Notice.** The Court finds that the dissemination of the Postcard Notice, Notice, Summary Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of Allocation for the proceeds of the Settlement, of Lead Counsel's request for an award of attorney's fees and payment of Litigation Expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted

due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities and Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995.

6. **Objections.** [There have been no objections to the Settlement.]

7. **Final Settlement Approval and Dismissal of Claims.** Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that in light of the benefits to the Settlement Class, the complexity and expense of further litigation, the risks of establishing liability and damages, and the costs of continued litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) Lead Plaintiffs and Lead Counsel have adequately represented the Settlement Class; (b) the proposal was negotiated at arm's-length between experienced counsel; (c) the relief provided for the Settlement Class is adequate, having taken into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims, (iii) the terms of any proposed award of attorneys' fees, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement is hereby approved in all respects (including the amount of the Settlement, the releases provided for in the Stipulation, and the

dismissal with prejudice of the claims asserted against Defendants) and shall be consummated in accordance with the terms and provisions of the Stipulation.

8. The Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws filed on August 2, 2023 (the “Complaint”) is dismissed in its entirety, with prejudice as to all Defendants, and without costs to any Party, except as otherwise provided in the Stipulation.

9. **Rule 11 Findings.** In accordance with the PSLRA, the Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

10. **Releases.** The releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein by reference.

11. Upon the Effective Date of the Settlement, Lead Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed, with prejudice, each and every one of the Released Plaintiffs’ Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs’ Claims against any and all of the Released Defendant Parties, whether or not such Settlement

Class Member executes and delivers a Claim Form or shares in the Net Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

12. Upon the Effective Date of the Settlement, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall have fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed, with prejudice, each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties. Claims to enforce the terms of the Stipulation are not released.

13. Notwithstanding paragraphs 11-12 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

14. **Binding Effect.** Each Settlement Class Member, whether or not such Settlement Class Member executes and delivers a Claim Form, is bound by this Judgment, including the release of claims as set forth in the Stipulation and paragraph ___ above. [The Persons listed on Exhibit A hereto are excluded from the Settlement Class pursuant to request and are not so bound.]

15. **No Admissions.** Except as set forth in ¶16 below, this Judgment, the Stipulation, and the Settlement, whether or not consummated or Final, and any

discussion, negotiation, proceeding, agreement, or matter relating to the Judgment, the Stipulation, the Settlement, or the Term Sheet, shall not be offered against or used to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular, but without limitation:

(a) do not constitute, and shall not be offered against or used to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of: (i) any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiffs, (ii) the validity of any claim that was or could have been asserted, (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or (iv) any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for any other reason as against any of the Released Defendant Parties, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Lead Plaintiffs, any other Settlement Class Member, or their respective counsel, as evidence of, or a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Lead Plaintiffs, Settlement Class Members, or their respective counsel, in any other civil,

criminal, or administrative action or proceeding, other than as may be necessary to effectuate the provisions of the Stipulation;

(c) do not constitute, and shall not be construed as or received as evidence of or as an admission, concession, or presumption against Lead Plaintiffs, or any Settlement Class Member, that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount; and

(d) do not constitute, and shall not be construed against any of the Released Defendant Parties, Lead Plaintiffs, or any Settlement Class Member, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

16. Notwithstanding ¶15 above, the Parties, and any Released Plaintiff Party and any Released Defendant Party, and their respective counsel, may file and rely on the Stipulation and this Judgment in any action or proceeding that may be brought by or against them, as to any claim or argument asserted by or against them, in order to support a defense, argument, claim, or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense, argument, claim, or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties, and any Released Plaintiff Party and any Released Defendant Party, and their respective counsel, may file the Stipulation and the Judgment in any action that may

be brought to enforce the terms of this Stipulation and the Judgment. All Parties and Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

17. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

18. **Termination of the Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated pursuant to the terms of the Stipulation, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Settlement Fund shall be returned in accordance with paragraph 49 of the Stipulation.

19. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

20. **Fee Order and Order on Plan of Allocation.** A separate order shall be entered regarding Lead Counsel's application for attorneys' fees and payment of expenses as allowed by the Court. A separate order shall be entered regarding the proposed Plan of Allocation for the Net Settlement Fund. Such orders shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

21. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance, or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) any applications for attorneys' fees, costs, interest, and payment of expenses in the Action; (v) all Parties for the purpose of construing, enforcing, and administering the Settlement and this Judgment; and (vi) other matters related or ancillary to the foregoing.

22. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is respectfully directed.

SO ORDERED this _____ day of _____, 2026.

TIMOTHY J. CORRIGAN
UNITED STATES DISTRICT JUDGE

EXHIBIT A

(Persons Excluded from the Settlement Class by Request)