

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Lim v. TradeZero America, Inc.*, Case No. 1:24-cv-01196-GBW (D. Del.)

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**You may be eligible for cash payment and/or Credit Monitoring Services from TradeZero America, Inc. but you need to act.**

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## **A Court Authorized this Class Notice.**

This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Class Notice of a proposed settlement in a class action lawsuit, *Lim v. TradeZero America, Inc.*, Case No. 1:24-cv-01196-GBW (D. Del.) (“Action”). The proposed settlement would resolve a lawsuit against TradeZero America, Inc. (“TradeZero”) in connection with a cybersecurity incident (“Incident”) that TradeZero disclosed in September 2024. TradeZero contests the claims and denies that it did anything wrong. This Class Notice explains the nature of the Action, the terms of the settlement, and your legal rights and obligations.

To be eligible to make a claim, you must have received a notice letter from TradeZero disclosing the Incident.

Under the Settlement Agreement, eligible claimants will be eligible to receive some or all the following settlement benefits:

- **Reimbursement of Expenses:** Reimbursement for the actual amount of unreimbursed losses or expenses up to \$10,000.00. Supporting documentation of the monetary losses or expenses is required.
- **Reimbursement for Loss of Time:** Reimbursement on a *pro rata* basis for up to 5 hours of time spent to secure your credit. Supporting documentation of the time spent is required.
- **Credit Monitoring/Pro Rata Alternative Cash Payment:** Three years of credit monitoring or a *pro rata* Alternative Cash Payment of up to \$300 from the funds remaining after payment of the Credit Monitoring Services, Reimbursement of Expenses, and Reimbursement for Loss of Time.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Class Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement at [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com). You may also contact the Settlement Administrator at **833-709-4188**.

<b>Summary of Your Legal Rights and Options in This Settlement</b>		<b>Deadline</b>
<b>Submit a Claim</b>	The only way to be eligible to receive a Claimant Award from this settlement is by submitting a timely and valid Claim Form.	Submitted or Postmarked on or Before <b>June 15, 2026.</b>
<b>Opt Out of the Settlement</b>	You can choose to opt out of the settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against TradeZero related to the legal claims resolved by this settlement. You can elect to have your own legal counsel at your own expense.	Submitted or Postmarked on or Before <b>May 15, 2026.</b>
<b>Object to the Settlement and/or Attend a Hearing</b>	If you do not opt out of the settlement, you may object to it by writing to the Court about why you don’t like the settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	Submitted or Postmarked on or Before <b>May 15, 2026.</b>
<b>Do Nothing</b>	Unless you opt out of the settlement, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against TradeZero related to the legal claims resolved by this settlement.	No Deadline

- **Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this Notice.**
- **The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.**

### **WHAT THIS NOTICE CONTAINS**

- **Basic Information**
- **Explanation of Who is in the Settlement**
- **Information on the Lawyers Representing You**
- **Explanation of The Settlement Benefits – What You Get if You Qualify**
- **Explanation of How to Submit a Claim**
- **Explanation of What Defendant Gets from the Settlement**
- **Information on Excluding Yourself from the Settlement**
- **Information on Objecting to the Settlement**
- **Explanation of the Court’s Final Approval Hearing**
- **Explanation of What Happens if You Do Nothing**
- **Instructions on How to Receive More Information**

### **BASIC INFORMATION**

**Why is there a Notice? The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.**

**What Is This Action About?** In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except those who exclude themselves from the Settlement Class.

In this Action, the Named Plaintiff alleges that TradeZero was negligent and violated contractual and statutory duties in connection with a cybersecurity incident where an unauthorized third party may have obtained unauthorized access to personal information contained in certain files associated with customer communications with TradeZero customers. TradeZero denies any liability or wrongdoing of any kind associated with the claims in this Action.

This is just a summary of the allegations. The complaint in the Action is posted at [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com) and contains all of the allegations.

**Why Is There a Settlement?** The Court has not decided in favor of the Plaintiff or TradeZero. Instead, to resolve this Action without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require TradeZero to pay money and provide access to a credit monitoring product, and pay settlement Administrative Expenses, Attorneys’ Fees and Costs, and a Service Award to the Named Plaintiff, as may be approved by the Court. The settlement is not an admission of wrongdoing by TradeZero and does not imply that there has been, or would be, any finding that TradeZero violated the law.

### **WHO IS IN THE SETTLEMENT**

**Am I a Settlement Class Member?** You are a Settlement Class member if you are a resident of the United States whose information may have been accessed in the Incident and you received notice of the Incident from TradeZero.

**What if I am Not Sure Whether I am Included in the Settlement?** If you are not sure if you are a Settlement Class Member, you may call **833-709-4188** with questions.

### **THE LAWYERS REPRESENTING YOU**

**Who Represents Me?** The Court has appointed a team of lawyers as Class Counsel.

Marc Edelson  
Edelson Lechtzin LLP  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
Phone: (215) 867-2399  
medelson@edelson-law.com

Scott M. Tucker  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
2711 Centerville Road  
Suite 201  
Wilmington, DE 19808  
(302) 656-2500  
Fax: (302) 656-9053  
Email: scotttucker@chimicles.com

**How will the Lawyers be Paid?** Class Counsel will ask the Court to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund.

You do not need to hire your own lawyer, but you may choose to do so at your own expense.

### **THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE IF YOU QUALIFY**

**What Are the Settlement Benefits?** TradeZero has agreed to establish a Settlement Fund, by depositing \$325,000 with the Settlement Administrator.

The Settlement Fund will be used to pay settlement Administrative Expenses, Class Counsel’s Attorneys’ Fees and Costs, and a Service Award to the Named Plaintiff . After deducting amounts for Administrative Expenses, Class Counsel’s Attorneys’ Fees and Costs, and a Service Award to the Named Plaintiff, the remaining amount (“**Net Settlement Amount**”) will be used to pay timely valid claims.

A Settlement Class Member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award, which includes three categories of awards. Depending on the documentation submitted, a Settlement Class Member may be eligible for one or both awards (**I** and/or **II**):

- I. Cash Payment or Credit Monitoring Services.** All Settlement Class members may choose either:
  - A. Three years of Credit Monitoring Services; or
  - B. A *pro rata* Alternative Cash Payment of up to \$300 from the funds remaining in the Net Settlement Amount after payment of the Credit Monitoring Services and the categories of awards described in Section II below.
- II. Reimbursement of Expenses.** Any Settlement Class member who spent money as a result of the Incident, and submits valid documentation to establish this, is eligible for:
  - A. Reimbursement of up to \$10,000 in ordinary documented out of pocket expenses, such as attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges as a

result of the Incident, this would also include the cost of credit reports or credit monitoring the Settlement Class member already purchased in response to the Incident; and

B. Reimbursement for time expended (up to 5 hours) at \$30 per hour to secure your credit.

After calculation of the above categories of awards, if any money remains from the Remaining Net Settlement Amount, that money will be distributed *pro rata* among all Settlement Class members who timely submitted a valid and approved Claim Form for an Alternative Cash Payment, or if too little money remains to make such a payment, the money will be donated to an appropriate charity.

**How Do I Get a Payment?** You must submit a completed Claim Form no later than **June 15, 2026**. You may submit a Claim Form online at [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com) or by timely mailing it to the Settlement Administrator.

**How Will Claims be Decided?** The Settlement Administrator will decide whether and to what extent any Claim made on each Claim form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

**When Will I Get My Payment?** The Court will hold a Final Approval Hearing on **July 28, 2026, at 11:00 a.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision, and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

### **WHAT TRADEZERO GETS FROM THE SETTLEMENT**

**What am I Giving Up as Part of the Settlement?** TradeZero gets a release from all claims covered by this Settlement. If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue TradeZero and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Incident. This release is described in the Settlement Agreement, which is available at [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com). If you have any questions you can talk to Class Counsel for free or you can talk to your own lawyer.

If you do not want to be part of this Settlement, you must take steps to exclude yourself from the Class. This is referred to below as “opting out” of the Class.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

**How Do I Exclude Myself from the Settlement?** If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue TradeZero at your own expense for the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before **May 15, 2026**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement “I request that I be excluded from the Settlement Class in the case of *Lim v. TradeZero America, Inc.*, Case No. 1:24-cv-01196-GBW (D. Del.);
- Be signed by you; and
- Be mailed to the Settlement Administrator, TradeZero Data Settlement, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317- 2002 postmarked on or before **May 15, 2026**.

**If I Exclude Myself, Can I Get a Payment from this Settlement?** No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

**OBJECTING TO THE SETTLEMENT**

**How Do I Object to the Settlement?** If you are a Settlement Class Member and you do not exclude yourself from the settlement, you can object to the settlement. To do so, you must file your written objection with the Court no later than **May 15, 2026**, and mail a copy to Class Counsel and TradeZero’s Counsel at the addresses listed below.

Your objection must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

If your objection is submitted and overruled by the Court at the Final Approval Hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and TradeZero’s Counsel are as follows:

<p><b>CLASS COUNSEL:</b></p> <p>Marc Edelson Edelson Lechtzin LLP 411 S. State Street, Suite N-300 Newtown, PA 18940 Phone: (215) 867-2399 Email: medelson@edelson-law.com</p> <p>Scott M. Tucker Chimicles Schwartz Kriner &amp; Donaldson-Smith LLP 2711 Centerville Road Suite 201 Wilmington, DE 19808 (302) 656-2500 Fax: (302) 656-9053 Email: scotttucker@chimicles.com</p>	<p><b>TRADEZERO AMERICA, INC.’s COUNSEL:</b></p> <p>Edward J. McAndrew Baker &amp; Hostetler LLP 1201 N. Market Street Suite 1407 Wilmington, DE 19801 202-664-2939 Email: emcandrew@bakerlaw.com</p> <p>Nathalie Freeman BakerHostetler 1735 Market Street   Suite 3300 Philadelphia, PA 19103-7501 215-564-2851 Email: nfreeman@bakerlaw.com</p>
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**What Is the Difference Between Objecting and Asking to Be Excluded?** Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement 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. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

**What Am I Agreeing to By Remaining in the Settlement Class?** Unless you exclude yourself, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against TradeZero or the other “Released Parties” asserting a “Released Claim,” as described in the Settlement Agreement, which is available at [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com). It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

## **THE COURT'S FINAL APPROVAL HEARING**

**When and Where Will the Court Decide Whether to Approve the Settlement?** The Court will hold a Final Approval Hearing on **July 28, 2026, at 11:00 am**, at the United States District Court, 844 North King St, Unit 18, Washington, DE 19801-357. At the Final Approval Hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested Attorneys' Fees and Costs, Service Award to the Named Plaintiff, and Administrative Expenses. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com) and the Court's docket for any updates.

**Do I Have to Attend the Hearing?** No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in this Notice, the Court will consider it.

**May I Speak at the Hearing?** Maybe. You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in this Notice, including all the information required. Your objection must be postmarked no later than **May 15, 2026**.

## **IF YOU DO NOTHING**

**What Happens if I do Nothing?** If you do nothing, you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against TradeZero and/or the other Released Parties based on any of the Released Claims related to the Incident, ever again.

## **HOW TO GET MORE INFORMATION**

**How Do I Get More Information?** For more information, go to [www.tradezerodatasettlement.com](http://www.tradezerodatasettlement.com) or call the Settlement Administrator at **833-709-4188**. You may also write to the Settlement Administrator via mail to TradeZero Data Settlement, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, or via email [TradeZerodatasettlement@noticeadministrator.com](mailto:TradeZerodatasettlement@noticeadministrator.com).

**This Notice is approved by the Court.**

**DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.**

**Please contact Class Counsel and/or the Settlement Administrator  
if you have any questions about the Settlement.**