# UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

JENNIFER ZERBATO, Individually and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

ALLOVIR, INC., DIANA M. BRAINARD, and VIKAS SINHA.

Defendants.

Case No. 1:24-cv-10152-DJC

**CLASS ACTION** 

# INTERNET NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND MOTION FOR ATTORNEYS' FEES AND EXPENSES

If you purchased AlloVir, Inc. securities from January 11, 2023 through December 21, 2023, inclusive, you may be entitled to a payment from a class action settlement.

A Court authorized this notice. This is <u>not</u> a solicitation from a lawyer.

- This Internet Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement of this securities class action, wish to object, or wish to be excluded from the Settlement Class.<sup>1</sup>
- The Settlement resolves claims by Court-appointed Lead Plaintiffs Julio Maurice Bueno and Harry Levin ("Lead Plaintiffs"), on behalf of themselves and all other members of the Settlement Class (defined below), against Defendants AlloVir, Inc. ("AlloVir" or the "Company"), Diana M. Brainard, and Vikas Sinha (collectively, "Individual Defendants," and, together with AlloVir, "Defendants," and, together with both AlloVir and Lead Plaintiffs, the "Parties"). It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases Defendants' Releasees (defined below) from liability from the Released Plaintiffs' Claims (defined below).
- If approved by the Court, the Settlement will create a \$1 million cash fund, plus earned interest, for the benefit of eligible Settlement Class Members, before the deduction of attorneys' fees and expenses awarded by the Court, Notice and Administration Costs, and Taxes.

PLEASE READ THIS NOTICE CAREFULLY. It explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act.

If you have any questions about this Internet Notice, the Settlement, or your eligibility, please do not contact AlloVir or its counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see  $\P$  7–8 below).

<sup>&</sup>lt;sup>1</sup> The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated April 14, 2025 (the "Stipulation"), which can be viewed at www.strategicclaims.net/allovir. All capitalized terms not defined in this Internet Notice have the same meanings as defined in the Stipulation.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT						
SUBMIT A CLAIM FORM ON OR BEFORE AUGUST 19, 2025	The <u>only</u> way to be eligible to receive a payment from the Settlement is to submit a timely and valid Claim Form. <i>See</i> Question 8 below for details. If you are a Settlement Class Member and you remain in the Settlement Class, it is in your best interest to submit a Claim Form because, even if you do not submit a Claim Form, you will be bound by the Settlement approved by the Court and will give up all Released Plaintiffs Claims against Defendants' Releasees (defined in ¶ 34 below)					
EXCLUDE YOURSELF FROM THE CLASS ON OR BEFORE JULY 9, 2025	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement. 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 Defendants' Releasees concerning the Released Plaintiffs' Claims. <i>See</i> Question 11 below for details.					
OBJECT ON OR BEFORE JULY 9, 2025	If you do not like the Settlement, the Plan of Allocation, or Lead Counsel's Fee and Expense Application (defined in ¶ 5 below), you may write to the Court and explain why you do not like them. You cannot object if you are not a Settlement Class Member or if you have requested exclusion. <i>See</i> Question 14 below for details.					
GO TO A HEARING ON JULY 30, 2025 AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED BY NO LATER THAN JULY 9, 2025	Ask to speak to the Court at the Settlement Hearing about the Settlement, the Plan of Allocation, or Lead Counsel's Fee and Expense Application. <i>See</i> Questions 16-18 below for details.					
DO NOTHING	If you are a member of the Settlement Class and you do not submit a valid and timely Claim Form, you will not be eligible for a payment from the Settlement. You will, however, be bound by the Judgment and orders entered by the Court, which means that you will give up your right to sue about the claims that are resolved by the Settlement.					

- These rights and options—and the deadlines to exercise them—are explained in this Internet Notice.
- The Court in charge of this case still must decide whether to approve the 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. Please be patient, as this process can take some time to complete.

#### SUMMARY OF THE INTERNET NOTICE

#### Statement of the Class's Recovery

1. Subject to Court approval, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$1,000,000 in cash (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the Court-approved plan of allocation (the "Plan of Allocation" or "Plan"). The proposed Plan of Allocation is set forth on pages 12-15 below.

### **Estimate of Average Amount of Recovery Per Share**

Based on Lead Plaintiffs' consulting damages expert's estimate of the number of shares of AlloVir securities eligible to participate in the Settlement, and assuming that all such investors eligible to participate do so, Lead Plaintiffs estimate that the average recovery would be approximately \$0.03 per allegedly damaged share (before deduction of any Court-approved fees and expenses, such as attorneys' fees and expenses, Taxes, and Notice and Administration Costs). If the Court approves the Fee and Expense Application (discussed below), the average recovery would be approximately \$0.02 per allegedly damaged share.<sup>2</sup> Please note, however, that these average recovery amounts are only estimates, and Settlement Class Members may recover more or less than these estimated amounts. An individual Settlement Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class Member purchased AlloVir securities; and (iv) whether and when the Settlement Class Member sold the securities. See the Plan of Allocation beginning on page 12 for information on the calculation of your Recognized Claim.

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

- The Parties 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 each claim alleged in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any Settlement Class Members (at all, or in the amount contended by Lead Plaintiffs). The issues on which the Parties disagree also include, for example, whether: (i) Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) any such statements or omissions were made with the requisite level of intent or recklessness; (iii) the amounts by which the price of AlloVir securities was allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors, such as general market, economic and industry conditions, influenced the prices of AlloVir securities during the Class Period.
- 4. Defendants have denied and continue to deny any and all allegations of wrongdoing, liability, fault, or damages asserted in the Action, and deny 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 all allegations of wrongdoing or liability against such Defendant arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged in the Action, including but not limited to, 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 legal liability. Defendants have also denied and continue to deny the allegations that Lead Plaintiffs or Settlement Class Members have suffered any damages, loss, or were otherwise harmed in any way by Defendants or by the conduct alleged in the Action.

# Statement of Attorneys' Fees and Expenses Sought

5. Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed thirty-three and one third percent (33 1/3 %) of the Settlement Fund, which includes any accrued interest. Lead Counsel will also apply for payment of Litigation Expenses incurred by Lead Counsel in prosecuting the Action in an amount not to exceed \$100,000, plus accrued interest at the same rate earned by the Settlement Fund, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class ("Fee and Expense Application"). If the Court approves Lead Counsel's Fee and Expense Application in full, the average amount of fees and expenses, assuming claims are submitted for all shares eligible to participate in the Settlement, will be approximately \$0.01 per allegedly damaged share of AlloVir securities (according to Lead Plaintiffs'

<sup>&</sup>lt;sup>2</sup> An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

damages expert). A copy of Lead Counsel's Fee and Expense Application will be posted on www. strategicclaims.net/allovir after it has been filed with the Court.

## **Reasons for the Settlement**

6. For Lead Plaintiffs, the principal reason for the Settlement is the immediate and guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the risk that the Court may grant some or all of the motions or anticipated motions filed by Defendants; the uncertainty of a greater recovery after a trial and appeals; the risks of litigation, especially in complex securities actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals). For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, they have stated that they are entering into the Settlement solely to avoid the expense, distraction, time, and uncertainty associated with continuing litigation of the Action.

#### **Identification of Attorneys' Representatives**

- 7. Lead Plaintiffs and the Settlement Class are represented by Lead Counsel, Michael S. Bigin, Bernstein Liebhard LLP, 10 East 40<sup>th</sup> Street, New York, NY 10016, www.bernlieb.com.
- 8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: Strategic Claims Services, (866) 274-4004 www.strategicclaims.net/allovir/; or Lead Counsel.

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

#### **BASIC INFORMATION**

## 1. Why did I get this Notice?

- 9. The Court authorized that notice of this Settlement be sent to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased AlloVir securities between January 11, 2023 and December 21, 2023, inclusive, and may be a Settlement Class Member. Receipt of the postcard providing you information about where to find this Internet Notice online does not mean that you are a member of the Settlement Class or that you are entitled to receive a payment. If you wish to be eligible for a payment, you are required to submit the Claim Form that is distributed with this Notice. See Question 8 below.
- 10. The purpose of this Internet Notice is to inform you of the existence of this class action, how you might be affected by it, and how to exclude yourself from the Settlement Class, if you wish to do so. This Internet Notice also informs you of the terms of the Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and Lead Counsel's Fee and Expense Application.
- 11. The Court in charge of the Action is the United States District Court for the District of Massachusetts, and the case is known as *Zerbato v. AlloVir, Inc. et al.*, Case No. 1:24-cv-10152-DJC. The Action is assigned to the Honorable Denise Casper, United States District Judge.

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

- 12. This Action was commenced with the filing of a complaint on January 19, 2024.
- 13. On April 17, 2024, the Court appointed Julio Maurice Bueno and Harry Levin as Lead Plaintiffs and approved Lead Plaintiffs' selection of Bernstein Liebhard LLP as Lead Counsel for the proposed class.
- 14. On June 17, 2024, Lead Plaintiffs filed the Complaint, alleging violations of the Securities Exchange Act of 1934 against Defendants.
  - 15. On August 16, 2024, Defendants filed a motion to dismiss the Complaint.
- 16. On November 12, 2024, Lead Plaintiffs filed a memorandum in opposition to the motion to dismiss the Complaint.
  - 17. On December 12, 2024, Defendants filed a reply brief in support of their motion to dismiss.

- 18. On February 19, 2025, the Court held oral argument on Defendants' motion to dismiss and following the argument, took the matter under advisement.
- 19. On March 3, 2025, the Parties agreed to a settlement in principle to settle the Action and release all claims against Defendants in return for a cash payment of one million dollars (\$1,000,000) for the benefit of the Settlement Class.
- 20. On April 23, 2025, the Court preliminarily approved the Settlement, authorized this notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

## 3. Why is this a class action?

21. In a class action, one or more persons or entities (in this case, Lead Plaintiffs) pursue a lawsuit on behalf of people and entities who have similar claims. Together, these people and entities are a "class," and each is a "class member." Class actions allow the adjudication of many individuals' similar claims that might be too small economically to bring as individual actions. 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.

#### 4. What are the reasons for the Settlement?

- 22. The Court did not finally decide in favor of Lead Plaintiffs or Defendants. Instead, both sides after due consideration agreed to a Settlement of the Action. Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit; however, Lead Plaintiffs and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, as well as the difficulties in establishing liability and damages. 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.
- 23. Defendants have denied and continue to deny any allegations of wrongdoing contained in the Complaint and further deny that they did anything wrong, that Lead Plaintiffs or the Settlement Class suffered damages or that the price of AlloVir securities was artificially inflated by reasons of alleged misrepresentations, omissions, nondisclosures or otherwise. The Settlement should not be seen as an admission or concession on the part of Defendants. Defendants have taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation and have concluded that it is desirable to settle upon the terms and conditions set forth in the Stipulation.

#### WHO IS IN THE SETTLEMENT

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

24. 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 6 below) or take steps to exclude themselves from the Settlement Class (see Question 11 below):

All Persons who purchased AlloVir securities from January 11, 2023 through December 21, 2023, inclusive, and who were damaged thereby.

25. Receipt of Notice does not mean that you are a Settlement Class Member. The Parties do not have access to your transactions in AlloVir securities. Please check your records or contact your broker to see if you are a member of the Settlement Class. If one of your mutual funds purchased AlloVir securities during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased AlloVir securities during the Class Period.

#### 6. Are there exceptions to being included?

26. Yes. There are some individuals and entities who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are Defendants; members of their immediate families; any entity in which any Defendant had a controlling or partnership interest during the Class Period; any person

who served as an officer (as defined in Securities Exchange Act Rule 16a-1(f)) or director of AlloVir during the Class Period; the judges presiding over the Action; and the successors, heirs, and assigns of any excluded person.

- 27. If you sold all of your AlloVir securities prior to the alleged corrective disclosure, which occurred after the market closed on December 21, 2023, and made no subsequent purchases, you are not a member of the Settlement Class because you were not allegedly damaged.
- 28. Also excluded from the Settlement Class will be any Person who or which timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 11 below or whose request is otherwise allowed by the Court.

#### THE SETTLEMENT BENEFITS

## 7. What does the Settlement provide?

29. In exchange for the Settlement and the release of the Released Plaintiffs' Claims against Defendants' Releasees (*see* Question 10 below), Defendants have agreed to cause a \$1 million cash payment to be made, which, along with any interest earned, will be distributed after deduction of Courtawarded attorneys' fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Settlement Class Members who send in valid and timely Claim Forms.

# 8. How can I receive a payment?

- 30. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is available on the website dedicated to the Settlement: www.strategicclaims.net/allovir/, or from Lead Counsel's website: www.bernlieb.com. You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (866) 274-4004.
- 31. 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 either mail it to the Claims Administrator using the address listed in the Claim Form or submit it online at www.strategicclaims.net/allovir/. Claim Forms must be postmarked (if mailed) or received no later than August 19, 2025.

#### 9. When will I receive my payment?

32. The Court will hold a Settlement Hearing on **July 30, 2025**, to decide, among other things, whether to finally approve the Settlement. Even if the Settlement is approved, there may be appeals, which can take time to resolve. It also takes a long time for all Claim Forms to be accurately reviewed and processed. Please be patient.

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

- 33. By staying in the Settlement Class, you have the opportunity to receive a payment in this Settlement. If you exclude yourself from the Settlement Class, you give up the right to receive a payment in this Settlement, but you may be able to file your own individual case if you choose.
- 34. If you are a member of the Settlement Class, unless you exclude yourself (*see* Question 11 below), 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 Defendants' Releasees.
- (a) "Released Plaintiffs' Claims" means, to the fullest extent that the law permits their release, as against Defendants' Releasees, any and all claims, rights, actions, issues, controversies, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every kind, nature, and description, including both known and Unknown Claims, whether arising under federal, state, or foreign law, or statutory, common, or administrative law, or any other law, rule, or regulation, whether asserted as claims, cross-claims, counterclaims, or third-party claims, whether fixed or contingent, choate or inchoate, accrued or not accrued, matured or unmatured, liquidated or un-liquidated, perfected or unperfected, whether class, direct, indirect, or

individual in nature, that previously existed, currently exist, exist as of the date of Court approval of the Settlement, or that may arise in the future, that Plaintiffs or any other member of the Settlement Class asserted in the complaints in the Action or could have asserted in the Action or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the U.S. or elsewhere) that arise out of, are based upon, relate to, or concern the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action or the complaints in the Action, or that in any way arise out of, are based upon, relate to, or concern any purchase of AlloVir securities during the Class Period. This release shall not include any claims arising out of any derivative action. This release does not release or impair any claims relating to the enforcement of the Settlement. "Released Plaintiffs' Claims" include "Unknown Claims," as defined herein.

- (b) "Defendants' Releasees" means each of the Defendants and his, her or its respective past, present or future directors, officers, employees, parents, partners, members, principals, agents, owners, fiduciaries, controlling shareholders, related or affiliated entities, subsidiaries, divisions, accountants, auditors, attorneys, associates, consultants, advisors, insurers, co-insurers, reinsurers, trustees, estates, beneficiaries, administrators, foundations, underwriters, banks or bankers, personal or legal representatives, divisions, joint ventures, spouses, domestic partners, family members, heirs, executors, or any other person or entity acting or purporting to act for or on behalf of any of the Defendants, any entity in which any Defendant had a controlling or partnership interest during the Settlement Class Period, and each of their respective predecessors, successors and assigns, and any trusts for which any of them are trustees, settlors, or beneficiaries.
- (c) "Unknown Claims" means any Released Plaintiffs' Claims which Lead Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of such claims which if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar comparable or equivalent to California Civil Code §1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Lead Plaintiffs, any Settlement Class Member, or any Defendant 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 subject matter of the Released Plaintiffs' Claims and the Released Defendants' Claims, but the Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

- 35. The "Effective Date" will occur when a Judgment entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you.
- 36. Upon the "Effective Date," Defendants will also provide a release of any claims against Lead Plaintiffs, the Settlement Class, and Lead Counsel arising out of or related to the institution, prosecution, or Settlement of the claims in the Action.

#### **EXCLUDING YOURSELF FROM THE CLASS**

37. If you do not want to be eligible to receive a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue the Defendants' Releasees on your own for the Released 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 bring your own claims, Defendants will have the right to seek their dismissal. Also, Defendants may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of AlloVir securities seek exclusion from the Settlement Class.

## 11. How do I exclude myself from the Settlement Class?

38. 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 *Zerbato v. AlloVir, Inc. et al., No. 1:24-cv-10152-DJC*". You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state the number of shares of AlloVir securities that the person or entity requesting exclusion (a) owned as of the opening of trading on January 11, 2023, and (b) purchased and/or sold during the Class Period, as well as the dates and prices of each such purchase and sale; 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 July 9, 2025, to:

AlloVir, Inc. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson Street, Suite 205 Media, PA 19063

# You may not request exclusion by telephone or email. Your exclusion request must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.

- 39. If you have submitted a valid and timely request for exclusion, you may, at any point up to the day of the Settlement Hearing, submit a written revocation of request for exclusion. To revoke a prior request for exclusion, you must submit a written statement to the Claims Administrator and/or to Lead Counsel, signed by you, stating your desire to revoke, retract or withdraw your request for exclusion and to be bound by any judgment or settlement in the Action.
- 40. 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. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants in the future, assuming your claims are timely. If you have a pending lawsuit against any of the Defendants, please speak to your lawyer in the case immediately.

#### THE LAWYERS REPRESENTING YOU

#### 12. Do I have a lawyer in this case?

41. The Court appointed the law firm of Bernstein Liebhard LLP to represent all Settlement Class Members. These lawyers are called "Lead Counsel." You will not be separately charged for these lawyers.

The Court will determine the amount of Plaintiffs' Counsel's fees and 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?

42. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been paid for their litigation expenses. Lead Counsel will ask the Court to award Plaintiff's Counsel attorneys' fees of no more than thirty-three and one third percent (33 1/3 %) of the Settlement Fund, which will include any accrued interest. Plaintiffs' Counsel are Bernstein Liebhard LLP and Hutchings Barsamian Mandelcorn, LLP. No other attorneys will share in the fee awarded by the Court. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of the Action of no more than \$100,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses of Lead Plaintiffs directly related to representation of the Settlement Class.

# 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?

- 43. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or Lead Counsel's Fee and Expense Application. You can ask the Court not to approve the Settlement, but you cannot ask the Court to order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval of the Settlement, no payments will be made to Settlement Class Members, the Parties will return to the position they were in before the Settlement was agreed to, and the Action will continue.
- 44. To object, you must file and send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application in "Zerbato v. AlloVir, Inc. et al., No. 1:24-cv-10152-DJC". Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) include the name, address, and telephone number of the person or entity objecting; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court's attention; and (iii) include documentation identifying the number of shares of AlloVir securities the person or entity (a) held as of the opening of trading on January 11, 2023 and (b) purchased and/or sold during the Class Period, as well as the dates and prices of each such purchase and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Internet Notice will be deemed to have waived any objection and will be forever 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 at the address below, either by mail or in person, no later than July 9, 2025 and be mailed or delivered to each of the following counsel so that it is received no later than July 9, 2025.

#### Court

Clerk of the Court U.S. District Court for the District of Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210

### **Lead Counsel**

Bernstein Liebhard LLP Michael S. Bigin, Esq. Jeffery McEachern, Esq. 10 East 40<sup>th</sup> Street New York, NY 10016

### **Defendants' Counsel**

Goodwin Procter LLP Caroline H. Bullerjahn, Esq. Justin D. Ward, Esq. 100 Northern Avenue Boston, MA 02210

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

45. 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, 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 proposed Settlement?

- 46. The Court will hold the Settlement Hearing on **July 30, 2025, at 2:30 p.m.**, before the Honorable Denise Casper in Courtroom 11, 5<sup>th</sup> floor of the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210. At this hearing, the Court will consider whether: (i) the Settlement is fair, reasonable and adequate, and should be finally approved; and (ii) Lead Counsel's Fee and Expense Application 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.
- 47. You should be aware that the Court may change the date and time of the Settlement Hearing, or hold the hearing telephonically, without another 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, check the Settlement website at www.strategicclaims.net/allovir/, or periodically check the Court's website at https://www.mad.uscourts.gov/boston/casper.htm to see if the Settlement Hearing stays as calendared or is changed. Subscribers to PACER, a fee-based service, can also view the Court's docket for the Action for updates about the Settlement Hearing through the Court's on-line Case Management/Electronic Case Files System at https://www.pacer.gov.

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

48. No. Lead Counsel will answer any questions the Court may have. However, 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 July 9, 2025.** 

### 18. May I speak at the Settlement Hearing?

49. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 14), **no later than July 9, 2025**, a statement that you, or your attorney, intend to appear in "Zerbato v. AlloVir, Inc. et al., No. 1:24-cv-10152-DJC (D. Mass.)." Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice 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?

50. 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 and the other Defendants' Releasees 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 part of any other lawsuit against Defendants or any other of the

Defendants' Releasees concerning the Released Plaintiffs' Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from the Settlement Class (see Question 11 above).

#### GETTING MORE INFORMATION

#### 20. Are there more details about the Settlement?

- 51. This Notice contains only a summary of the proposed Settlement. Lead Counsel's motions in support of final approval of the Settlement and Fee and Expense Application will be filed with the Court no later than June 25, 2025, and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.
- 52. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at https://www.pacer.gov.
- 53. You can also get a copy of the Stipulation and other case documents by visiting the website dedicated to the Settlement, www.strategicclaims.net/allovir/ or the website of Lead Counsel, www.bernlieb.com.

#### PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

## 21. How will my claim be calculated?

- 54. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and litigation expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the case website, www.strategicclaims.net/allovir/.
- 55. To design the Plan, Lead Counsel have conferred with Lead Plaintiffs' consulting damages expert. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not intended to estimate, or be indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amounts that will actually be paid to Authorized Claimants. The Plan of Allocation 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.
- 56. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the change in the price of the securities at issue. In this case, Lead Plaintiffs alleged that Defendants issued false statements and omitted material facts during the Class Period (January 11, 2023 through December 21, 2023, inclusive) that artificially inflated the price of AlloVir securities. It is alleged that corrective information released to the market after market close on December 21, 2023 impacted the market prices of AlloVir securities in a statistically significant manner and removed the alleged artificial inflation (or deflation) from the share prices on December 22,

- 2023. Accordingly, in order to have a compensable loss in this Settlement, the AlloVir securities must have been purchased during the Class Period and held through the alleged corrective disclosure.
- 57. An individual Settlement Class Member's recovery will depend on, for example: (a) the total number and value of claims submitted; (b) when the claimant purchased AlloVir securities; and (c) whether and when the claimant sold his, her, or its shares of AlloVir securities.
- 58. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, www.strategicclaims.net/allovir/.

#### CALCULATION OF RECOGNIZED LOSS AMOUNTS

- 59. For purposes of determining whether a Claimant has a Recognized Claim, purchases and sales of AlloVir securities will first be matched on a First In/First Out ("FIFO") basis.
- 60. The Claims Administrator will calculate a "Recognized Loss Amount", as set forth below for each purchase of AlloVir securities during the Class Period that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero. The sum of a Claimant's Recognized Loss Amounts will be the Claimant's "Recognized Claim." If a Settlement Class Member has more than one purchase or sale of AlloVir securities during the Class Period, all purchases and sales shall be matched on a 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.

#### Plan of Allocation

## THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS AMOUNTS:

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. Recognized Loss Amounts will be calculated as follows:

For AlloVir common stock purchased during the Class Period, the Recognized Loss Amount shall be calculated as follows:

- A. For shares sold on or before December 21, 2023, the Recognized Loss Amount per share shall be \$0.00.
- B. For shares sold between December 22, 2023 and March 20, 2024, inclusive, the Recognized Loss Amount shall be the lesser of:
  - (i) \$1.60 per share: or
  - (ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table A below.
- C. For shares retained at the end of trading on March 20, 2024, the Recognized Loss Amount shall be the lesser of:
  - (i) \$1.60 per share; or
  - (ii) the difference between the purchase price per share and \$0.70 per share<sup>3</sup>.

<sup>&</sup>lt;sup>3</sup>Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title 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

Table A										
<u>Date</u>	Closing Price	Average Closing Price	<u>Date</u>	Closing Price	Average Closing Price	<u>Date</u>	Closing Price	Average Closing Price		
12/22/2023	\$0.77	\$0.77	1/24/2024	\$0.67	\$0.68	2/22/2024	\$0.70	\$0.69		
12/26/2023	\$0.75	\$0.76	1/25/2024	\$0.69	\$0.68	2/23/2024	\$0.70	\$0.69		
12/27/2023	\$0.70	\$0.74	1/26/2024	\$0.71	\$0.69	2/26/2024	\$0.72	\$0.69		
12/28/2023	\$0.68	\$0.72	1/29/2024	\$0.71	\$0.69	2/27/2024	\$0.73	\$0.69		
12/29/2023	\$0.68	\$0.71	1/30/2024	\$0.72	\$0.69	2/28/2024	\$0.71	\$0.69		
1/2/2024	\$0.69	\$0.71	1/31/2024	\$0.72	\$0.69	2/29/2024	\$0.74	\$0.69		
1/3/2024	\$0.64	\$0.70	2/1/2024	\$0.77	\$0.69	3/1/2024	\$0.75	\$0.70		
1/4/2024	\$0.67	\$0.70	2/2/2024	\$0.69	\$0.69	3/4/2024	\$0.74	\$0.70		
1/5/2024	\$0.65	\$0.69	2/5/2024	\$0.67	\$0.69	3/5/2024	\$0.73	\$0.70		
1/8/2024	\$0.67	\$0.69	2/6/2024	\$0.69	\$0.69	3/6/2024	\$0.73	\$0.70		
1/9/2024	\$0.68	\$0.69	2/7/2024	\$0.67	\$0.69	3/7/2024	\$0.74	\$0.70		
1/10/2024	\$0.70	\$0.69	2/8/2024	\$0.67	\$0.69	3/8/2024	\$0.73	\$0.70		
1/11/2024	\$0.66	\$0.69	2/9/2024	\$0.72	\$0.69	3/11/2024	\$0.72	\$0.70		
1/12/2024	\$0.69	\$0.69	2/12/2024	\$0.70	\$0.69	3/12/2024	\$0.74	\$0.70		
1/16/2024	\$0.67	\$0.69	2/13/2024	\$0.67	\$0.69	3/13/2024	\$0.73	\$0.70		
1/17/2024	\$0.67	\$0.69	2/14/2024	\$0.67	\$0.69	3/14/2024	\$0.73	\$0.70		
1/18/2024	\$0.69	\$0.69	2/15/2024	\$0.69	\$0.69	3/15/2024	\$0.78	\$0.70		
1/19/2024	\$0.68	\$0.69	2/16/2024	\$0.70	\$0.69	3/18/2024	\$0.73	\$0.70		
1/22/2024	\$0.68	\$0.69	2/20/2024	\$0.70	\$0.69	3/19/2024	\$0.75	\$0.70		
1/23/2024	\$0.67	\$0.68	2/21/2024	\$0.71	\$0.69	3/20/2024	\$0.75	\$0.70		

## ALLOVIR CALL AND PUT OPTION RECOGNIZED LOSS AMOUNT CALCULATIONS

- i. For each AlloVir call option purchased or otherwise acquired during the Class Period, the Recognized Loss Amount per option shall be calculated as follows:
  - I. For each AlloVir call option not held at the opening of trading on December 22, 2023, the Recognized Loss Amount is \$0.00.
  - II. For each AlloVir call option purchased during the period January 11, 2023 through December 21, 2023, inclusive, and held at the opening of trading on December 22, 2023, the Recognized Loss Amount is the purchase price minus the intrinsic value of the AlloVir call option on December 22, 2023, where the intrinsic value is the *greater of*: (i) \$0.00 or (ii) \$0.77<sup>4</sup> per share *minus* the strike price of the option.

No Recognized Loss Amount shall be calculated based upon the purchase or acquisition of any AlloVir call option that had been previously sold or written.

- ii. For each AlloVir put option written during the Class Period, the Recognized Loss Amount per option shall be calculated as follows:
  - I. For each AlloVir put option not open (*i.e.*, not outstanding) at the opening of trading on December 22, 2023, the Recognized Loss Amount is \$0.00.

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." \$0.70 per share was the mean (average) daily closing trading price of the Company's common stock during the 90-day period beginning on December 22, 2023 and ending March 20, 2024.

4 \$0.77 is the closing price of AlloVir common stock on December 22, 2023.

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II. For each AlloVir put option sold during the period January 11, 2023 through December 21, 2023, inclusive, and still outstanding at the opening of trading on December 22, 2023, the Recognized Loss Amount is the intrinsic value of the Allovir put option on December 22, 2023 *minus* the sale price, where the intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) the strike price of the option *minus* \$0.77.

No Recognized Loss shall be calculated based upon the sale or writing of any AlloVir put option that had been previously purchased or acquired.

Common Stock Purchased/Sold Through the Exercise of Options: With respect to AlloVir common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option, and the purchase/sale price of the common stock is the closing price of AlloVir common stock on the exercise date. Any Recognized Loss Amounts arising from purchases of AlloVir common stock acquired during the Class Period through the exercise of an option on AlloVir common stock shall be computed as provided for other purchases of AlloVir common stock in the Plan of Allocation

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants' Counsel, Lead Plaintiffs, Lead Counsel, or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund, shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

- 61. Purchases and sales of AlloVir securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of AlloVir securities during the Class Period shall not be deemed a purchase or sale of these shares of AlloVir securities for the calculation of an Authorized Claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of such shares of such AlloVir securities unless (i) the donor or decedent purchased such shares of AlloVir securities 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 of AlloVir securities; and (iii) it is specifically so provided in the instrument of gift or assignment.
- 62. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase 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 is also zero.
- 63. In the event that a Claimant has an opening short position in AlloVir securities at the start of the Class Period, the earliest Class Period purchases shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.
  - 64. AlloVir securities are the only securities eligible for recovery under the Plan of Allocation.
- 65. An Authorized Claimant's Recognized Claim shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. 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 shall receive his, her, or its *pro rata* share of the

Net Settlement Fund. The *pro rata* share shall 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 (95% of which will be for purchasers of AlloVir common stock and 5% of which will be for buyers or sellers of AlloVir options), the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

- 66. 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.
- 67. 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 Order and Final Judgment of the Court dismissing this Action unless they have timely and validly sought exclusion.
- 68. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) six (6) months after the date of initial distribution of the Net Settlement Fund, and after payment of outstanding Notice and Administration Costs, Taxes, attorneys' fees and expenses, and any award to Lead Plaintiffs, the Claims Administrator shall, if economically feasible, reallocate (which reallocation may occur on multiple occasions) such balance as follows: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such subsequent distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this subsequent distribution, if such subsequent distribution is economically feasible. Thereafter, any de minimis balance that still remains in the Net Settlement Fund after re-distribution(s) and after payment of outstanding Notice and Administration Costs, Taxes, and attorneys' fees and expenses and any award to Lead Plaintiffs, and after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, shall be donated to Greater Boston Legal Services.
- 69. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Lead Counsel, their damages expert, 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, or further orders of the Court.
- 70. Lead Plaintiffs, Defendants, their respective counsel, Defendants' Releasees, and all other Released 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.

#### SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

71. If you purchased AlloVir securities during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THE POSTCARD NOTICE, YOU MUST EITHER: (a) provide to the Claims Administrator the name, last known address, and email address of each such person or entity; (b) request additional copies of the Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and WITHIN SEVEN (7) DAYS of receipt, mail the Postcard Notice directly to all such persons or entities; or (c) request a link to the electronic Internet Notice and Claim Form from the Claims Administrator, and

WITHIN SEVEN (7) DAYS of receipt thereof, email the link directly to all purchasers for which email addresses are available. If they are available, you must also provide the Claims Administrator with the emails of the beneficial owners. If you choose to follow procedures (b) or (c), the Court has also directed that, upon making that mailing or emailing, YOU MUST SEND A STATEMENT to the Claims Administrator confirming that the mailing or emailing was made as directed and keep a record of the names, mailing addresses, and email addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation, up to a maximum of \$0.02 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; \$0.02 per link to the Internet Notice and Claim Form emailed; or \$0.02 per name, address, and email address provided to the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator:

AlloVir, Inc. Securities Litigation c/o Strategic Claims Services P. O. Box 230 600 N. Jackson Street, Suite 205 Media, PA 19063 (866) 274-4004 info@strategicclaims.net www.strategicclaims.net/allovir/

Dated: April 23, 2025

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS