

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

IN RE FIREEYE, INC. SECURITIES LITIGATION

Lead Case No.: 1:14-cv-266866

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO ALL PERSONS WHO PURCHASED SHARES OF THE COMMON STOCK OF FIREEYE, INC. (ticker symbol: "FEYE") IN FIREEYE'S MARCH 6, 2014 SECONDARY PUBLIC OFFERING (THE "SECONDARY OFFERING"), AND WERE DAMAGED THEREBY (THE "CLASS"):

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Superior Court of the State of California, Santa Clara County (the "Court"). This Notice serves to inform you of the proposed settlement (the "Settlement") of the above class action lawsuit (the "Action") and the hearing (the "Settlement Fairness Hearing") to be held by the Court to consider the fairness, reasonableness and adequacy of the Settlement, as set forth in the Stipulation and Agreement of Settlement dated February 6, 2017 (the "Stipulation") by and among (a) Plaintiff DeKalb County Employees Retirement Plan ("Lead Plaintiff" or "DeKalb County"); (b) defendant FireEye, Inc. ("FireEye" or the "Company"); (c) defendants Ashar Aziz, Ronald E.F. Codd, William M. Coughran, Jr., David G. DeWalt, Gaurav Garg, Promod Haque, Robert F. Lentz, Enrique Salem and Michael J. Sheridan (the "Individual Defendants"); and (d) Morgan Stanley & Co. LLC, Barclays Capital, Inc., J.P. Morgan Securities LLC, Goldman, Sachs & Co., UBS Securities LLC, Deutsche Bank Securities, Inc., Citigroup Global Markets Inc., Pacific Crest Securities, LLC, and Nomura Securities International, Inc. (the "Underwriter Defendants" and, collectively with FireEye and the Individual Defendants, the "Defendants"). This Notice is intended to inform you of how the proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is not an expression of any opinion by the Court as to the merits of any claims or defenses asserted in the lawsuit.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM POSTMARKED OR RECEIVED NO LATER THAN JULY 8, 2017	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN JULY 14, 2017	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and their Related Persons about the claims in this case
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN JULY 14, 2017	Write to the Court about why you don't like the Settlement.
GO TO A HEARING ON AUGUST 4, 2017	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights.

- Your rights and options – **and the deadlines to exercise them** – are explained in further detail below in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments to eligible Class Members will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

WHAT IS THIS LAWSUIT ABOUT?

Summary of Allegations

This Action was commenced in the Superior Court of the State of California, County of Santa Clara (the "Superior Court") on June 20, 2014. The first complaint was filed by certain pension, health and benefit plans sponsored by the International Brotherhood of Electrical Workers Local Union 363; a second case, captioned *Steven Platt v. FireEye, Inc., et. al.* No. 1-14-CV-268110 and filed July 17, 2014, was later consolidated into the Action. The Action asserts claims under §§11, 12(a)(2) and 15 of the Securities Act of 1933 ("1933 Act") (15 U.S.C. §§77k, 77l(a)(2) & 77o) with respect to the dissemination of allegedly false, misleading, and materially incomplete statements in a registration statement and incorporated prospectus (the "Offering Materials"), as amended and filed by FireEye with the Securities and Exchange Commission on or about March 6, 2014, in connection with FireEye's Secondary Offering.

On January 30, 2015, the Court allowed Lead Plaintiff DeKalb County to intervene, and on March 4, 2015, Lead Plaintiff, together with the original plaintiffs, filed the Consolidated First Amended Class Action Complaint for Violations of the Securities Act of 1933 (the "Complaint"). Among other things, the Complaint alleges that Defendants violated the

1933 Act by issuing, signing and/or disseminating Offering Materials that improperly touted FireEye's business, products and performance, and that inaccurately or misleadingly claimed (1) that FireEye's cybersecurity products provided a "comprehensive" and "complete" solution for cybersecurity threats with "negligible" false-positive rates; (2) that FireEye's software had the ability to "identify and block" both known and previously unknown cybersecurity threats; and (3) that FireEye's recent acquisition of another cybersecurity firm, Mandiant Corporation ("Mandiant"), represented a "significant opportunity [for FireEye] to leverage the inherent synergies" between FireEye and Mandiant.

Motions Filed and Discovery Taken

On April 20, 2015, FireEye and the individual Defendants (collectively, the "FireEye Defendants"), together with the Underwriter Defendants, filed demurrers which sought to dismiss the Action in its entirety for failure to plead an actionable misrepresentation or omission. Following briefing and oral argument, on August 11, 2015 the Superior Court over-ruled the demurrers (with the exception of granting defendant Coughran's demurrer on one claim), and permitted the case to proceed into the discovery stage. The Defendants filed their respective Answers to the Complaint shortly thereafter.

On September 24, 2015, the FireEye Defendants filed a Motion to Require an Undertaking Pursuant to Section 11(e) of the Securities Act of 1933, asserting that the case lacked merit. Following briefing and oral argument, on October 30, 2015 the Superior Court denied the FireEye Defendants' Motion without prejudice.

On January 6, 2016, the FireEye Defendants moved for judgment on the pleadings, claiming that the Court lacked jurisdiction over the claims asserted. The Court denied that motion on April 1, 2016. Defendants' subsequent petitions for appellate review of that decision to the California Court of Appeal (Sixth Appellate District) and the California Supreme Court were denied on September 8, 2016 and November 9, 2016, respectively. On December 5, 2016, the FireEye Defendants filed a Petition for a Writ of Certiorari (the "Writ Petition") with the U.S. Supreme Court that also seeks review and reversal of the April 1, 2016 Order. Following the agreement by the parties to settle this action, however, the parties requested, and on January 10, 2017 the Supreme Court granted, an extension of Lead Plaintiff's time to file any voluntary response to the Writ Petition until April 10, 2017, without prejudice to the parties' ability to seek further requests for extensions to allow the lower court to complete its consideration of the Settlement.

On November 16, 2015, Lead Plaintiff moved for class certification. Following the completion of class certification-related discovery and the exchange of expert affidavits by both sides, on July 11, 2016 the Court granted the motion for class certification in part and denied it in part. More particularly, the Court (a) certified the Class (see "How Do I Know If I Am A Class Member", below), and appointed Lead Plaintiff as the representative of the Class, and the law firms of Scott+Scott, Attorneys at Law, LLP and Bottini & Bottini, Inc., as Class Counsel and class liaison counsel, respectively; but (b) limited membership in the Class to those who purchased shares directly "in" the Secondary Offering at the \$82.00 offering price (and excluded from the Class those who purchased their shares only in the secondary market, such as in "aftermarket" trading on the NASDAQ exchange).

During the fall of 2016, (a) Lead Plaintiff served requests for production of documents on all Defendants (as well as interrogatories on the FireEye Defendants); and (b) all Defendants served requests for production of documents and interrogatories on Lead Plaintiff. Over the following year, the FireEye Defendants produced over 950,000 pages of documents in response to Lead Plaintiff's document requests (and also answered Lead Plaintiff's interrogatories); (2) the Underwriter Defendants produced roughly an additional 114,000 pages of documents to Lead Plaintiff; and (3) Lead Plaintiff responded to Defendants' interrogatories and produced over 2,400 pages of documents in response to Defendants' document requests. Prior to the mediation that resulted in the proposed Settlement, Defendants deposed Lead Plaintiff's designated representative, Lead Plaintiff's investment manager, and two confidential witnesses referenced in the Complaint; and Lead Counsel took the depositions of Individual Defendants David DeWalt (FireEye's former CEO) and Ashar Aziz (FireEye's founder and former chief technology officer).

On June 23, 2016, Defendants moved for terminating sanctions and an order dismissing the Action with prejudice, citing deposition testimony of two former FireEye employees that purportedly conflicted with statements attributed to them in the Complaint. Lead Plaintiff opposed the motion. Following oral argument, the Court expressed concern that one of the two witnesses had denied making the statements attributed to him, but denied the motion without prejudice. Defendants thereafter sought discovery with respect to that witness's statements from Lead Plaintiff's investigators and counsel, which Lead Plaintiff opposed in part.

During the course of the Action, the Parties participated in numerous Case Management Conferences and Informal Discovery Conferences before the Court in connection with various disputes over, *inter alia*, the sufficiency of the FireEye Defendants' production of documents in response to Lead Plaintiff's discovery requests, and the sufficiency of Lead Plaintiff's and its counsel's responses to Defendants' discovery requests. Both the FireEye Defendants and Lead Plaintiffs had pending requests for additional discovery at the time the Settlement was reached.

Settlement Negotiations

In the fall of 2016, Lead Plaintiff and the FireEye Defendants agreed to participate in a mediation on December 8, 2016 under the auspices of a highly experienced mediator and retired federal judge, the Hon. Layn Phillips (the

“Mediator”). At the end of a full day of mediation at the Mediator’s offices, representatives of the Lead Plaintiff and the FireEye Defendants accepted the Mediator’s proposal to settle all claims asserted in the Action on a class-wide basis, subject to judicial approval, for \$10,250,000. All Parties thereafter signed a written memorandum of understanding reflecting the material terms of the proposed Settlement.

HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?

If you purchased shares of FireEye common stock directly in the Secondary Offering and were damaged thereby, or are the legal representative, heir, executor, administrator, successor, or assign of a person who was such a purchaser or acquirer, you are a Class Member. ***Please note that only those who purchased FireEye common stock directly in the Secondary Offering -- which generally means that you bought your shares at the \$82 offering price on the date of the March 6, 2014 Secondary Offering -- are potentially entitled to participate in the Settlement, and that the Class does not include those who purchased or acquired shares of FireEye common stock in the secondary market.*** As set forth in the Stipulation, excluded from the Class are: all Defendants; their officers and directors during the Class Period; the members of the immediate families of any of the foregoing; any entity that is majority owned by any Defendant; and the legal representatives, heirs, successors, or assigns of any excluded Person.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

If the Settlement is approved by the Court, it will provide for a gross payment of \$10,250,000 in cash into a settlement fund (the “Settlement Fund”) which, after deducting certain fees and expenses described below, will be available for distribution (subject to the Plan of Allocation described below) to persons who purchased FireEye common stock directly in the Secondary Offering. Based on the information currently available to Plaintiff’s counsel and the analyses performed by its damages consultant, if claims are submitted representing 100% of the estimated eligible damaged shares of FireEye common stock (totaling 10.8 million shares), the estimated aggregate average recovery would be \$0.95 per damaged share, before deducting settlement administration costs and Court-approved fees and expenses. Should the Court award attorneys’ fees of 33⅓% of the Settlement Fund (equal to \$3,416,667), expenses of up to \$500,000 and \$7,500 to the Lead Plaintiff for its service to the Class, and after estimated notice and administration costs of \$115,000, the aggregate average recovery would be approximately \$0.58 per damaged share. Historically, however, claim submission rates are materially less than 100%, which results in a higher per share recovery for those who do submit qualifying claims. A given Class Member may receive more or less than this average amount depending on the total number of claims submitted, the purchase price paid, and whether he, she or it sold the relevant shares before all or most of the allegedly damaging truth about FireEye was disclosed. Please see the question below for a description of the proposed Plan of Allocation for distributing the Settlement proceeds to Class Members.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the proposed Plan of Allocation, which was developed by Lead Counsel in consultation with their damages consultant, is to equitably distribute the Net Settlement Fund (as defined below) to Class Members who (a) suffered economic loss as a result of the alleged federal securities law violations asserted in this Action and (b) submit a valid Proof of Claim (“Authorized Claimants”). Only losses incurred on shares purchased in the March 6, 2014 Secondary Offering and held until at least the open of trading on March 14, 2014 will count towards recognized loss claims, and losses incurred on FireEye common shares that were purchased in “aftermarket” trading (such as trading on NASDAQ) are not eligible for inclusion in any Class Members’ calculation of Recognized Loss.

The cost of this Notice, claims administration costs, and any Court-approved attorneys’ fees and expenses will be deducted from the Settlement Fund. The remainder of the Settlement Fund plus accrued interest but less taxes (the “Net Settlement Fund”) will be distributed to Authorized Claimants in accord with the following Plan of Allocation:

Each Authorized Claimant shall recover his, her, or its *pro rata* share of the Net Settlement Fund, subject to a minimum \$10.00 threshold for payment. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim (see below), divided by the total of all Recognized Claims to be paid from the Net Settlement Fund, multiplied by the total amount in the Net Settlement Fund. If the prorated payment calculates to less than \$10.00, it will be removed from the calculations, and it will not be distributed to that Claimant.

The calculation of Recognized Claims below is *not* an estimate of the amount you will receive; instead, it is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Recognized Claims will be calculated as follows:

- A. For each FireEye common share purchased in the March 6, 2014 Secondary Offering and sold on or before June 20, 2014, the Recognized Claim shall be the lesser of:
 - (i) the Eligible Loss applicable to such share based on the date of sale (using trade date, not settlement date) as set forth in Table 1; or
 - (ii) the offering price of \$82.00 minus the actual sale price (excluding all fees and commissions).

- B. For each FireEye common share purchased in the March 6, 2014 Secondary Offering and sold after June 20, 2014, the Recognized Claim shall be \$10.00;

Table 1: Eligible Loss per FireEye Common Share based on Date Sold

Period	Begin Date	End Date	Eligible Loss
1	3/06/2014	3/13/2014	\$ 0.00
2	3/14/2014	4/01/2014	\$ 2.27
3	4/02/2014	4/02/2014	\$ 3.43
4	4/03/2014	4/03/2014	\$ 5.29
5	4/04/2014	5/06/2014	\$ 6.47
6	5/07/2014	6/20/2014	\$ 10.00

For all purposes, the trade date, and not the settlement date, shall be used as the date for determining (a) purchases and sales of shares of FireEye common stock purchased in the Secondary Offering, (b) eligibility to file a claim, and (c) the calculation of Recognized Claims. All purchases and sales of shares of FireEye common stock shall be accounted for and matched using the first-in-first-out (FIFO) method of accounting. In addition, no Recognized Claim shall be calculated for short sales of FireEye common shares that were covered between March 6, 2014 and June 20, 2014, but any gains calculated for this period will be used to offset losses.

To the extent a Claimant had a market gain with respect to his, her or its overall transactions in FireEye common stock during the period from March 6, 2014 to June 20, 2014, the value of the Claimant's Recognized Claim shall be zero. Such Claimants shall in any event be bound by the Settlement if they are members of the Class. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in FireEye common stock during the period from March 6, 2014 to June 20, 2014, but that market loss was less than the total Recognized Claim calculated above, then the Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

For purposes of determining whether a Claimant had a market gain with respect to his, her or its overall transactions in FireEye common stock during the period March 6, 2014 to June 20, 2014 or suffered a market loss, the Claims Administrator shall determine the difference between (1) the Total Purchase Amount¹ and (ii) the sum of the Total Sales Proceeds² and Total Holding Value.³ This difference shall be deemed a Claimant's market gain or loss with respect to his, her, or its overall transactions in FireEye common stock during the period.

Persons or entities submitting proofs of claim will be required to disclose their holdings of FireEye common stock (including any short positions in FireEye common shares) as of immediately prior to the Secondary Offering, as well as all of their purchases and sales (including in connection with short positions) of FireEye common stock between March 6, 2014 and June 20, 2014 (and any related gains).

DO I NEED TO CONTACT PLAINTIFF'S COUNSEL IN ORDER TO PARTICIPATE IN THE DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiff's Counsel. If you did not receive a complete copy of this Notice or the Proof of Claim form but believe that you should have, or if your address changes, please contact the Claims Administrator at:

FireEye Securities Litigation Settlement
c/o KCC Class Action Services
P.O. Box 43034
Providence, RI 02940-3034
Phone: 1-844-330-1118
www.FireEyeSecuritiesLitigation.com

Extra copies of the Notice and Proof of Claim form can be downloaded from the above website address.

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

¹ The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for FireEye common stock purchased or acquired during the period from March 6, 2014 to June 20, 2014.

² The Claims Administrator shall match any sales of FireEye common stock during the period from March 6, 2014 to June 20, 2014, first against the Claimant's opening position in FireEye common stock immediately prior to the Secondary Offering. The proceeds of those sales will not be considered for purposes of calculating market gains or losses. The total amount received (excluding commissions and other charges) for the Claimant's remaining sales of FireEye common stock sold during the period (if any) shall be the "Total Sales Proceeds."

³ To determine "Total Holding Value", the Claims Administrator shall ascribe a value of \$37.46 to each share of FireEye common stock that was both purchased during the period from March 6, 2014 to June 20, 2014 and still held as of the close of trading on June 20, 2014.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Court has not reached any final decisions in connection with the claims asserted against Defendants. Instead, Lead Plaintiff and Defendants have agreed to this Settlement, which was reached with the substantial assistance of the Hon. Layn Phillips, a retired federal judge and a highly experienced mediator of complex class actions. In reaching the Settlement, all Parties have avoided the risks, cost, delay and uncertainty of further litigation.

As in any litigation, Plaintiff and the proposed Class would face an uncertain outcome if they did not agree to the proposed Settlement. For example, two other cases alleging violations of the securities laws based on some of the same facts pled in this case – one brought in California Superior Court as a derivative case, and one brought as a securities fraud class action filed in federal court – were both dismissed without any recovery. In addition, if the U.S. Supreme Court were to grant Defendants' pending Writ Petition and then find that the California Superior Court lacked jurisdiction over this Action, such a result would terminate this Action and would increase the risk of obtaining a smaller recovery (or of obtaining no recovery at all) if Lead Plaintiff were forced to re-file the case in a different jurisdiction. Among other risks, there would be no assurance that a different court would rule (as the California Superior Court did) that Lead Plaintiff had adequately alleged claims for violations of the Securities Act against Defendants, and a different court would be free to dismiss all claims (with no recovery to the Class) even though the California Superior Court previously sustained the same claims. Moreover, even if the Writ Petition were denied and this Action continued in California, Lead Plaintiff expected that further litigation would still require significant additional time and expert fees, and that the risks of losing at summary judgment or at trial were substantial. Moreover, Lead Plaintiffs believe that even if they prevailed at summary judgment and trial, Defendants would likely file appeals that would not only further delay any final resolution of the case, but could also result in dismissal of the Action by an appellate court. In short, continuing the Action against Defendants might result in a judgment larger than this Settlement, but could also result in a smaller settlement -- or no recovery at all.

After taking considerable discovery and reviewing roughly 900,000 pages of documents produced by the Defendants, Plaintiff's counsel believe that the proposed Settlement is fair and reasonable to the members of the Class. Specifically, if the Settlement is approved, the Class will receive a significant monetary recovery, and Plaintiff's Counsel has concluded that the significant and immediate benefits of the proposed Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, represent an excellent result for the Class.

WHO REPRESENTS THE SETTLEMENT CLASS?

Scott+Scott, Attorneys at Law, LLP and Bottini & Bottini, Inc. represent the members of the Class as Class Counsel and Liaison Counsel, respectively. These lawyers are called Plaintiff's Counsel. These lawyers will apply to the Court for an award of attorneys' fees and expenses from the Settlement Fund; you will not otherwise be charged for any attorneys' fees or expenses. If you want to be represented by your own lawyer, you may hire one at your expense. Class Members who have questions are entitled to consult with Plaintiff's Lead Counsel, c/o William C. Fredericks, Esq., Scott+Scott, Attorneys at Law, LLP, 230 Park Avenue, New York, NY, 10169-1820, tel. (212) 223-6444, email wfredericks@scott-scott.com.

HOW WILL THE LAWYERS BE PAID?

Plaintiff's Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Plaintiff's Counsel will limit the application for an award of attorneys' fees of not more than 33⅓% of the Settlement Fund (equal to \$3,416,667), plus reimbursement of expenses incurred in connection with the Action in an amount not to exceed \$500,000. In addition, Lead Plaintiff DeKalb County Employees Retirement Plan will apply for an incentive or service award of up to \$7,500 for its service in representing the Class. The fee, expense and service award applications will be posted on the Settlement website (www.FireEyeSecuritiesLitigation.com) promptly after they are filed. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for their efforts in litigating the Action to date and achieving this Settlement, and for the risks they assumed in undertaking this representation on a wholly contingent basis. Plaintiff's Counsel have committed significant time and expenses in litigating this case for the benefit of the Class. To date, Plaintiff's Counsel has not been paid for their services in conducting this Action on behalf of the Lead Plaintiff and the Class, or reimbursed for any of their litigation expenses. The Court will decide what is a reasonable fee and expense award, and may award less than the amount requested by Plaintiff's Counsel.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called “excluding” yourself from, or “opting out” of, the Class.

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class and that you do not wish to participate in the Settlement in this Action, *In re FireEye, Inc. Sec. Litig.*, Lead Case No. 1-14-CV-266866. You must include your name, address and telephone number, together with documentation showing your purchases of FireEye shares in the Secondary Offering. You must also provide the additional information concerning your transactions and holdings in FireEye common shares that is requested in Part B of the accompanying Proof of Claim form. You must also include copies of documents evidencing all such additional transactions and holdings, unless you purchased 100 or fewer FireEye shares in the Offering (in which case you need to provide such documentation only if requested by the Claims Administrator or the Court). You must also sign your request for exclusion. Your exclusion request must be postmarked no later than July 14, 2017 and sent to the Claims Administrator at:

FireEye Securities Litigation Settlement
EXCLUSIONS
c/o KCC Class Action Services
3301 Kerner Blvd
San Rafael, CA 94091

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE PROPOSED SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED REIMBURSEMENT OF COSTS AND EXPENSES, AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, the payment to Lead Plaintiff for its time, expenses and service to the Class, and/or the Plan of Allocation. In order for any written objection to be considered, you must file a written statement, accompanied by proof of your membership in the Class, with the Court, and also send a copy to Plaintiff's Lead Counsel, by July 14, 2017. The Court's address is: Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113. The address of Plaintiff's Lead Counsel is Scott+Scott, Attorneys at Law, LLP, 230 Park Avenue, New York, NY, 10169-1820, c/o William C. Fredericks, Esq. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear and speak at the hearing, and to identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence. A Class Member who does not file a written objection in advance may also appear and object orally at the Settlement Fairness Hearing.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the Settlement, you may receive the benefit of, and you will be bound by, the terms of the proposed Settlement described in this Notice and set forth more fully in the Stipulation, upon approval by the Court.

HOW CAN I GET A PAYMENT?

In order to qualify for and obtain a payment from the Settlement, you must timely complete and return the Proof of Claim form that accompanies this Notice. Read the instructions to the Proof of Claim form carefully; fill out the Proof of Claim form; sign it; attach copies of appropriate transaction documentation as described in the instructions; and mail it to the Claims Administrator postmarked no later than July 8, 2017. If you do not submit a timely Proof of Claim form with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Settlement as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Final Judgment. Upon the Effective Date, Lead Plaintiff and all Class Members (other than putative Class Members who have validly excluded themselves from the Class), on behalf of themselves and each of their successors, assigns, executors, administrators, representatives, attorneys and agents in their capacities as such, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Defendants' Parties, regardless of whether such Class Member executes and delivers a Proof of Claim. As used in the prior sentence, and in the accompanying Proof of Claim, the terms listed below have the following meanings:

- “Released Defendants’ Parties” means (i) each Defendant, (ii) each of their respective immediate family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related entities and affiliates, any trust of which any individual defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his or his family, and (iii) for any of the entities listed in parts (i) or (ii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.
- “Released Claims” means all claims (including but not limited to “Unknown Claims”), demands, losses, rights, liabilities and causes of action of any nature whatsoever, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Lead Plaintiff, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendants’ Parties, which both (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, and (b) arise out of, are based on, or relate to the purchase, acquisition, holding, disposition or sale of any shares of FireEye common stock in or pursuant to the Secondary Offering. “Released Claims” does not, however, include: (a) claims to enforce the settlement; or (b) claims under the Securities Exchange Act of 1934 that have been or may be asserted in *Vijay Fadia, et al., v. FireEye, Inc., et al.*, Case No. 5:14-cv-05204-EJD (N.D. Cal.) (“*Fadia*”) in connection with the purchase of FireEye shares other than those purchased or acquired in or pursuant to the Secondary Offering, and this settlement shall not prejudice the ability of Class Members in this Action to participate in any recovery on such claims that may be obtained in *Fadia*.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Effective Date and Unknown Claims, are set forth in the Stipulation (including its exhibits), which may be obtained at www.FireEyeSecuritiesLitigation.com, or by contacting Class Counsel listed above.

THE SETTLEMENT FAIRNESS HEARING

The Settlement Fairness Hearing will be held on August 4, 2017, at 9:00 a.m., before The Hon. Peter H. Kirwan, Superior Court of California, County of Santa Clara, Department 19, 191 North 1st Street, San Jose, California 95113-1006, for the purpose of determining whether: (1) the proposed Settlement of the Action for \$10,250,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Final Judgment, as provided under the Stipulation, should be entered, dismissing the Amended Complaint filed in the Action on the merits and with prejudice; (3) the release by the Class of the Released Claims, as set forth in the Stipulation, should be provided to the Released Defendants’ Parties; (4) to grant Plaintiff’s Counsel’s request for an award attorneys’ fees and expenses out of the Settlement Fund; (5) to grant Lead Plaintiff’s request for an incentive award, including reimbursement of its costs and expenses incurred in connection with its role in prosecuting this action on behalf of the Class, out of the Settlement Fund; and (6) the Plan of Allocation should be approved. The Court may adjourn or continue the Settlement Fairness Hearing without further written notice.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that the Court may decline to hear any Class Member who fails to provide the Court with proof of their membership in the Class.

Unless otherwise directed by the Court, any Class Member who does not either (a) properly file and serve a written objection in the manner provided above or (b) make an oral objection at the Settlement Fairness Hearing shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal), any objection to the Settlement, and any untimely objection shall be barred.

INJUNCTION

The Court has issued an order enjoining Lead Plaintiff and all Class Members, and anyone who acts or purports to act on their behalf, from instituting, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Defendants’ Party, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this litigation may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the office of the County Clerk of the Court, 191 North First Street, San Jose, California 95113. In addition, copies of the complete Stipulation Settlement and related exhibits, including additional copies of the Proof of Claim form, may be downloaded

from the settlement website (www.FireEyeSecuritiesLitigation.com), or may be obtained by contacting the Claims Administrator at:

*FireEye Securities Litigation Settlement
c/o KCC Class Action Services
P.O. Box 43034
Providence, RI 02940-3034
Phone: 1-844-330-1118*

NOTE: DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.

SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

If you purchased or otherwise acquired shares of FireEye common stock (ticker symbol FEYE) directly in FireEye's March 6, 2014 Secondary Offering for the beneficial interest of persons or entities other than yourself, then, within fourteen (14) calendar days of receipt of this Notice, you must either (1) request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners, and then forward them to all such beneficial owners within ten (10) calendar days of receipt of those Notice Packets; or (2) provide a list of the names and addresses of all such beneficial owners to the Claims Administrator by email to Nominees@FireEyeSecuritiesLitigation.com or by mail to FireEye Securities Litigation Settlement, c/o KCC Class Action Services, 3301 Kerner Blvd., San Rafael, CA 94901. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from www.FireEyeSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-844-330-1118, or by emailing Nominees@fireeyesecuritieslitigation.com.

Dated: March 10, 2017

BY ORDER OF JUDGE PETER H. KIRWAN,
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA