**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

| | |
|---|---|
| IN RE EARGO, INC., STOCKHOLDER LITIGATION | CONSOLIDATED<br>C.A. No. 2024-0860-JTL |

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR**

***The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.***

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights will be affected by the above-captioned stockholder class action (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court") if you were a former holder of common stock of Eargo, Inc. ("Eargo" or the "Company") whose Eargo shares were exchanged for the $2.55 in cash (the "Merger Consideration") in connection with the February 16, 2024 acquisition of the minority shares of Eargo by Patient Square Capital, L.P. (the "Merger").

**NOTICE OF SETTLEMENT: A $7,000,000.00 cash settlement has been reached for the benefit of the Class defined below**. Plaintiffs Donald W. Hansen and Kevin Loudy (collectively, "Plaintiffs"), in the above-captioned Action, on behalf of themselves and the Class (defined in paragraph 13 below), and Defendants Patient Square Capital, L.P. and Justin Sabet-Peyman (collectively, "Defendants," and, together with Plaintiffs, the "Settling Parties"), have reached a proposed settlement for $7,000,000.00 in cash (the "Settlement"). The proposed Settlement, if approved, will resolve all claims in the Action.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. If the Court approves the proposed Settlement, you will be forever barred from contesting the fairness, reasonableness, and adequacy of the proposed Settlement, or from pursuing the Released Claims. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.**[1]

| CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT: | |
|---|---|
| **RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.** | If you are a Member of the Class (defined in paragraph 13 below), you may be eligible to receive a *pro rata* distribution from the Settlement proceeds. **Eligible Class Members *do not* need to submit a claim form in order to receive a distribution from the Settlement, if the proposed Settlement is approved by the Court. Your distribution from the Settlement will be paid to you directly, without you needing to submit any paperwork**. *See* paragraphs 28-29 below for further discussion. |
| **OBJECT TO THE PROPOSED SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN DECEMBER 28, 2026.** | If you are a Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application for an award of attorneys' fees and litigation expenses for Plaintiffs' Counsel as well as any incentive awards, you may write to the Court and explain the reasons for your objection. See paragraphs 37-43 below concerning the required procedure and information for making an objection. |

[1] Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Amended Stipulation and Agreement of Settlement, Compromise and Release Between Plaintiffs and Defendants, dated as of October 12, 2026 (together with all Exhibits thereto) (the "Stipulation"). A copy of the Stipulation is available at www.eargostockholdersettlement.com.

| | |
|---|---|
| **ATTEND A HEARING ON JANUARY 8, 2027 AT 1:30 P.M. E.T., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN DECEMBER 28, 2026.** | Filing a written objection and notice of intention to appear that is received by December 28, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the January 8, 2027, hearing may be conducted by telephone or video conference (*see* paragraphs 35-43 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. |

## WHAT THIS NOTICE CONTAINS


What is the purpose of this Notice? Page 2
What are the Claims, Issues, Defenses, and Relief Sought in the Action? Page 2
What is the Action about? Page 3
How do I know if I am affected by the Settlement? Page 4
What are the terms of the Settlement? Page 4
What are the Settling Parties' reasons for the Settlement? Page 5
How much will my payment from the Settlement be? How will I receive my payment? Page 5
Do Class Members need to submit a claim form? Page 7
What will happen if the Settlement is approved? What claims will the Settlement release? Page 7
How will Plaintiffs' Counsel be paid? Page 9
When and where will the Settlement Hearing be held? Do I have to come to the Hearing? Page 9
May I speak at the Hearing if I do not like the Settlement? Page 9
Can I see the Court file? Whom should I contact if I have questions? Page 11
What if I held shares on someone else's behalf? Page 12


## WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action, the terms of the proposed Settlement, and how the proposed Settlement affects Class Members' legal rights and what steps Class Members may, but are not required, to take concerning the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the Fee and Expense Application by Class Counsel for an award of attorneys' fees and litigation expenses for Plaintiffs' Counsel as well as any incentive awards to Plaintiffs in connection with the Settlement (the "Settlement Hearing"). *See* paragraph 36 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that the Postcard Notice be mailed to you, and that this Notice be made available to you on the Settlement Website and upon request, because you may be a member of the Class. The Court has directed us to make this Notice available because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to *eligible* Class Members will be made after any appeals are resolved.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or an eligible Class Member or that you will be entitled to receive a payment from the Settlement.

## SUMMARY OF CLAIMS, ISSUES, DEFENSES, AND RELIEF SOUGHT IN THE ACTION

4. The Action arises out of the February 16, 2024 Merger, pursuant to which Patient Square Capital, L.P. ("Patient Square"), Eargo's controlling stockholder, acquired the common stock of Eargo that it did not already own for $2.55 per share. Plaintiffs alleged that Defendant Patient Square, as a controller of Eargo, aided by Defendant

Sabet-Peyman—a partner of Patient Square and director of Eargo and, thus, a fiduciary to both companies—squeezed out Eargo's minority stockholders through a flawed process and at an unfair price, in breach of Defendants' fiduciary duties. In the Action, Plaintiffs sought an award of damages on behalf of themselves and the Class.

5. Defendants, in turn, contend, among other things, that they did not breach any fiduciary duties, and that the Merger was fair to Eargo stockholders. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages whatsoever alleged in the Action, including, but not limited to, any allegations that Defendants committed any violations of law or breach of any duty owed to Eargo stockholders; that the Merger was not fair to, or in the best interests of, Eargo stockholders; that Defendants acted improperly in any way; that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class; and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Eargo and its stockholders, and in compliance with applicable law. Defendants also deny that Eargo's stockholders were harmed by any conduct of Defendants that was alleged, or could have been alleged, in the Action. Defendants assert that, at all relevant times, they acted in good faith and in a manner believed to be in the best interests of Eargo and all of its stockholders.

## WHAT IS THE ACTION ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF MISCONDUCT BY THE DEFENDANTS AND THE COMPANY OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT IF THE ACTION WAS NOT SETTLED.

A MORE COMPLETE STATEMENT OF THE FACTS OF THIS MATTER IS SET FORTH IN THE PARTIES' PLEADINGS AND BRIEFING. PLEASE SEE PARAGRAPH 45 BELOW FOR MORE INFORMATION ABOUT HOW AND WHERE TO LOCATE THOSE DOCUMENTS.

### A. The Merger

6. On October 29, 2023, Eargo and an affiliate of Patient Square entered into a merger agreement (the "Merger Agreement"), whereby Patient Square acquired the Eargo common stock that it did not already own. Upon the closing of the Merger on February 16, 2024, Eargo stockholders received the $2.55 in cash Merger Consideration for each share of Eargo common stock.

7. Prior to the closing of the Merger, on January 30, 2024 and January 22, 2024, Plaintiffs Hansen and Loudy (respectively) sent separate and independent demands for books and records to Eargo pursuant to 8 *Del. C.* § 220 ("Section 220") in connection with the then-proposed Merger. Plaintiffs each thereafter commenced separate actions to enforce their Section 220 rights in the actions styled *Nau, et al v. Eargo, Inc.*, C.A. No. 2024-0113 (Del.Ch.) and *Loudy v. Eargo, Inc.*, C.A. No. 2024-0123 (Del. Ch.). The actions were closed by stipulation and final order filed September 3, 2024 and November 1, 2024, respectively. In response to the Section 220 demands and litigation, Eargo provided certain internal books and records to Plaintiffs.

### B. The Action

8. On August 16, 2024, then-plaintiff Donald H. Nau and Plaintiff Donald W. Hansen commenced the Action, on behalf of themselves and the former holders of common stock of Eargo, against Defendants. On November 13, 2024, Plaintiff Kevin Loudy filed a verified class action complaint against Defendants, in a matter captioned *Loudy v. Patient Square Capital, L.P., et al.*, 2024-1163-JTL (the "*Loudy* Action"). On December 11, 2024, the Court consolidated the *Loudy* Action into and under the above-captioned Action. The operative complaint in the Action asserted causes of action for alleged breaches of fiduciary duty in connection with the Merger against Defendant Patient Square in its capacity as the controlling stockholder of Eargo (Count I) and against Defendant Sabet-Peyman in his capacity as a director of Eargo (Count II). Specifically, Plaintiffs alleged that Defendant Patient Square as a controller of Eargo, aided by Defendant Sabet-Peyman—a partner of Patient Square and director of Eargo and, thus, a fiduciary of both companies—squeezed out Eargo's minority stockholders through a flawed process and at an unfair

price, in breach of their fiduciary duties. Defendants deny that Plaintiffs' allegations have any merit and contend that Defendants did not breach any fiduciary duties and that the Merger was fair to Eargo stockholders.

9. In November 2024, then-plaintiff Donald H. Nau and Plaintiff Donald W. Hansen served their first sets of interrogatories and requests for the production of documents directed to Defendants and subpoenas on five relevant non-parties. On December 3, 2025, the Court granted an order for the withdrawal of then-plaintiff Donald H. Nau from this case. Beginning in December and until the execution of the Term Sheet, Plaintiffs and Defendants conducted and responded to discovery in the Action. Plaintiffs received and reviewed 8,130 documents spanning more than 61,748 pages from parties and non-parties and conducted depositions of two witnesses.

**C. The Settlement**

10. Following a mediation held on June 17, 2026, the Settling Parties preliminarily agreed to a settlement in the amount of $7,000,000.00.

11. On June 30, 2026, the Settling Parties executed a term sheet memorializing the terms of their preliminary agreement (the "Term Sheet").

12. On October 12, 2026, the Settling Parties fully executed the Amended Stipulation that reflects the final and binding agreement between the Settling Parties with regard to the Settlement and supersedes the Term Sheet.

## HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

13. If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

> The non-opt out class, pursuant to Court of Chancery Rules 23(a) and 23(b)(1), composed of all persons and entities who both (i) were former holders of Eargo common stock, whether beneficial or of record (including, as necessary for relief, the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders), and solely in their capacities as such, and (ii) had their Eargo shares exchanged for the Merger Consideration in connection with the Merger; provided that the Class excludes the Excluded Persons.
>
> "Excluded Persons" means (i) Defendants; (ii) any pre-Merger Eargo stockholders who had continuing equity participation in Eargo after the closing of the Merger; (iii) any former Eargo stockholders who sought appraisal and agreed through resolution of that appraisal proceeding not to participate in any class action settlement concerning the allegations of the complaint in this Action (but only as to the shares for which they sought appraisal); (iv) the former directors and officers of Eargo and Patient Square (together, "Excluded D&Os"), (v) members of the immediate family of any Defendant or of the Excluded D&Os, and any entity in which a Defendant or the Excluded D&Os has, have, or had a controlling interest (collectively, "Excluded Related Persons"); and (vi) the associates, affiliates, legal representatives, heirs, successors in interest, transferees, and assigns of any Defendant, Excluded D&Os, or Excluded Related Persons.

**PLEASE NOTE: The Class is a non-"opt-out" class pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1). Accordingly, Class Members do not have the right to exclude themselves from the Class.**

## WHAT ARE THE TERMS OF THE SETTLEMENT?

14. In consideration of the Settlement of the Released Plaintiffs' Claims (defined in paragraph 30(i) below) against Defendants and the other Released Defendant Parties (defined in paragraph 30(i) below), $7,000,000.00 in cash (the "Settlement Amount") will be deposited into an interest-bearing Escrow Account for the benefit of the Class.

15. Defendants shall have no role in, and shall bear no responsibility for, the allocation, distribution, or payment of funds from the Settlement Fund.

## WHAT ARE THE SETTLING PARTIES' REASONS FOR THE SETTLEMENT?

16. The Settlement reflects the results of the Settling Parties' negotiations, agreement as to which was only reached after arm's-length negotiations between the parties to the Action, who were all represented by counsel with extensive experience in stockholder litigation, and with the assistance of an experienced, neutral mediator.

17. Plaintiffs and Plaintiffs' Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, the Court could have adopted Defendants' view of the underlying evidence, and could enter judgment for Defendants, either dismissing the claims against Defendants prior to trial or after trial in the Action. Plaintiffs and Plaintiffs' Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiffs' claims against Defendants through trial, and the uncertainty of appeals.

18. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a $7,000,000 cash payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

19. Defendants have denied, and continue to expressly deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the Merger Consideration was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly and in accordance with their fiduciary duties and their obligations under Delaware law at all times, believe that the Action lacks merit, and maintain that they committed no breach of duty whatsoever in connection with the Merger. Defendants wish to enter into the Settlement solely because Defendants consider it desirable to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction of further litigation and trial; and (ii) finally put to rest and terminate all claims that were or could have been asserted against the Released Defendant Parties (defined below) in the Action. Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever.

20. Defendants have therefore agreed to the terms of the Settlement solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of Released Defendant Parties with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of Defendants have or could have asserted.

## HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?

**PLEASE NOTE:**
**IF YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE NET SETTLEMENT FUND, YOU DO NOT HAVE TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR PAYMENT.**

21. As stated above, the $7,000,000.00 Settlement Amount will be deposited into an interest-bearing Escrow Account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the "Net Settlement Fund" (that is, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

22. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the proposed Settlement is independent from approval of a plan of allocation.

Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

23. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement Website, www.eargostockholdersettlement.com.

**Proposed Plan of Allocation**

24. The Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members. Eligible Class Members will consist of all Class Members who held shares of Eargo common stock at the closing of the Merger on February 16, 2024 (the "Closing Date"), and received or were entitled to receive the Merger Consideration for their Eligible Shares. Eligible Shares will be the number of shares of Eargo common stock held by Eligible Class Members at the Closing and for which Eligible Class Members received or were entitled to receive the Merger Consideration. [2]

25. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member; and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

26. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of Eargo common stock were held in "street name" and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

27. Subject to Court approval in the Order and Final Judgment, Class Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of Eargo common stock held of record at the Closing Date by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, "DTCC"), through its nominee Cede & Co., Inc. ("Cede"), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants to be paid to the DTCC Participants. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Members.

(ii) With respect to shares of Eargo common stock held of record at the Closing Date other than by Cede, as nominee for DTCC (a "Closing Non-Cede Record Position"), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.

(iii) A person who purchased shares of Eargo common stock on or before February 16, 2024, but had not settled those shares at the Merger's Closing Date ("Non-Settled Shares") shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before February 16, 2024 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

[2] "Eligible Class Members" do not include any of the "Excluded Persons" (as defined in the Stipulation) and "Eligible Shares" do not include any of the "Excluded Shares" (as defined in the Stipulation).

## DO CLASS MEMBERS NEED TO SUBMIT A CLAIM FORM?

28. If you are eligible to receive a payment from the Net Settlement Fund, **you do not have to submit a claim form in order to receive your payment**.

29. As noted above, payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of Eargo common stock were held in "street name" and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account. There is no paperwork that you are required to submit.

## WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

30. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiffs' Claims (defined below), and will thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant Parties.

> "Released Plaintiffs' Claims" means, to the fullest extent permitted by Delaware law, all Claims, including Unknown Claims, whether disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, that Plaintiffs or any or all other members of the Class, individually or on behalf of the Class, ever had, now have, or may have against any of the Released Defendant Parties, whether arising under or based on state, local, foreign, federal, statutory, regulatory, common, equity, civil, administrative, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, any claims that could be asserted derivatively on behalf of Eargo), which, now or hereafter are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, circumstances, events, acts, disclosures, failures to act, claims, or any other matters that were, could have been, or in the future can or might be alleged, asserted, or claimed, directly or indirectly, in the Action or relate in any way to the subject matter thereof, in any court, tribunal, forum, or proceeding; provided, however, that the Released Plaintiffs' Claims shall not include any properly perfected claims for appraisal pursuant to 8 *Del. C.* § 262 or claims to enforce the Settlement.
>
> "Released Defendant Parties" means Defendants, Eargo, the former directors and officers of Eargo ("Eargo D&Os"), and each of Defendants', Eargo's, and the Eargo D&Os' respective past or present, direct or indirect, affiliates, parents, and subsidiaries, controlling persons, controlled entities, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, investment funds, investment accounts, investment vehicles, as well as each of their respective past or present or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employers, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, investment funds, investment vehicles, affiliates, parents, subsidiaries, divisions, associated entities, stockholders and beneficial

owners, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, and all other persons who have, may have, or purport to have a right of contribution from any of the foregoing.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Plaintiff Parties (defined below) from and with respect to every one of the Released Defendants' Claims (defined below), and will thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Plaintiff Parties.

"Released Defendants' Claims" means all Claims, including Unknown Claims, which Defendants ever had, now have, or may have had against any of the Released Plaintiff Parties arising out of or relating to the commencement or prosecution of the Action; provided, however, that Released Defendants' Claims shall not include any Claims to enforce this Stipulation, the Settlement, or the Judgment.

"Released Plaintiff Parties" means Plaintiffs, Plaintiffs' Counsel, all other Class Members, and their respective legal representatives, heirs, executors, administrators, trusts, trustees, parents, affiliates, subsidiaries, officers, directors, partnerships, partners, agents, employees, immediate family, insurers, reinsurers, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, in their respective capacities as such.

(iii) "Unknown Claims" means, as appropriate, (i) any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, or (ii) any Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs' Parties, which, in both cases, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that Plaintiffs and Defendants shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settling Parties acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties also acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

31. All proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendants or Released Defendant Parties asserting any Released Plaintiffs' Claims pending final determination of whether the Settlement should be approved.

32. If the Settlement is approved and the Effective Date occurs, no member of the Class will be able to bring another action asserting the Released Plaintiffs' Claims against any of the Released Defendant Parties individually or on behalf of Eargo.

## HOW WILL PLAINTIFFS' COUNSEL BE PAID?

33. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have they been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Class Counsel will make a Fee and Expense Application to the Court for a Fee and Expense Award of attorneys' fees and litigation expenses to Plaintiffs' Counsel in connection with achieving the creation of the Settlement Fund in an amount of up to 25% of the Settlement Fund, inclusive of expenses and a incentive award of up to $10,000 for each of the Plaintiffs. The Court will determine the amount of a Fee and Expense Award, if any, to be awarded to Plaintiffs' Counsel and the amount of any incentive awards to Plaintiffs. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. To be clear, any incentive awards shall be paid from the Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

## WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

34. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

35. **Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members.** In addition, the Court may decide to conduct the Settlement Hearing remotely by videoconference such as Zoom or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is important that you monitor the Court's docket and the Settlement Website, www.eargostockholdersettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement Website. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement Website.

36. The Settlement Hearing will be held on January 8, 2027, at 1:30 p.m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely (in the discretion of the Court), to, among other things: (a) determine whether the Action may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a) and 23(b)(1); (b) determine whether Plaintiffs may be finally appointed as Class Representatives for the Class and Kahn Swick & Foti, LLC and Wolf Popper LLP may be finally appointed as Class Counsel, and Cooch and Taylor, P.A. may be finally appointed as Delaware counsel to the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action; (c) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) determine whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Released Plaintiffs' Claims against the Released Defendant Parties; (e) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (f) determine whether the requested Fee and Expense Application should be approved; (g) hear and rule on any objections to the

Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application; and (h) consider any other matters that may properly be brought before the Court in connection with the Settlement.

37. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Class Counsel's Fee and Expense Application (such an objecting Class Member is referred to in this notice as an "Objector"); *provided*, *however*, that no Objector shall be heard or entitled to object unless, **not later than December 28, 2026 (fourteen (14) calendar days prior to the Settlement Hearing)**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection as specified in paragraph 38 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) on Class Counsel and Defendants' Counsel at the addresses set forth below such that the papers are received on or before December 28, 2026; and **(3)** emails a copy of the written objection to michael.palestina@ksfcounsel.com, jruthizer@wolfpopper.com, daniel.mccaughey@ropesgray.com, bayliss@abramsbayliss.com, and field@abramsbayliss.com:

**REGISTER IN CHANCERY**

Register in Chancery
Court of Chancery of the State of Delaware
New Castle County
Leonard L. Williams Justice Center
500 North King Street
Wilmington, Delaware 19801

**CLASS COUNSEL**

**KAHN SWICK & FOTI, LLC**
Michael J. Palestina
1100 Poydras Street, Suite 960
New Orleans, LA 70163
Tel.: (504) 455-1400
michael.palestina@ksfcounsel.com

**WOLF POPPER LLP**
Joshua W. Ruthizer
570 Lexington Avenue
New York, NY 10022
Tel.: (212) 759-4600
jruthizer@wolfpopper.com

**DEFENDANTS' COUNSEL**

**ROPES & GRAY LLP**
Daniel V. McCaughey
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
daniel.mccaughey@ropesgray.com

Charles D. Zagnoli
191 North Wacker Drive, 32nd Floor
Chicago, IL 60606
charles.zagnoli@ropesgray.com

**ABRAMS & BAYLISS, LLP**
A. Thompson Bayliss (#4379)
Florentina D. Field (#7146)
20 Montchanin Road, Suite 200
Wilmington, Delaware 19807
Tel.: (302) 778-1000
bayliss@abramsbayliss.com
field@abramsbayliss.com

38. Any objections must (i) identify the case name and civil action number, *In re Eargo, Inc., Stockholder Litigation*, C.A. No. 2024-0860-JTL; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector's counsel; (iii) be personally signed by the Objector / Class Member; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class (i.e., held shares of Eargo common stock that were exchanged for the Merger Consideration in connection with the Merger). Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement.

39. Class Members may file a written objection without having to appear at the Settlement Hearing. Class Members may not, however, appear at the Settlement Hearing to present their objection unless they first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

40. If a Class Member wishes to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Application, assuming the Class Member timely files and serves a written objection as described above, the Class Member must also file a notice of appearance with the Register in Chancery and serve it on Class Counsel and on Defendants' Counsel at the mailing and email addresses set forth in paragraph 37 above so that the notice is ***received*** **on or before December 28, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

41. A Class Member is not required to hire an attorney to represent him or her in making written objections or in appearing at the Settlement Hearing. However, if a Class Member decides to hire an attorney, it will be at the Class Member's own expense, and that attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 37 above so that the notice is ***received*** **on or before December 28, 2026**.

42. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Class Counsel and/or review the Settlement Website.

43. **Unless the Court orders otherwise, any member of the Class who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

## CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

44. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. The Clerk's office will not mail copies of documents to you.

45. Additionally, copies of the Stipulation, the operative Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.eargostockholdersettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator, A.B. Data Ltd, at 877-388-1720 / info@eargostockholdersettlement.com; or Plaintiffs' Counsel: Michael J. Palestina, Kahn Swick & Foti, LLC, 1100 Poydras Street, Suite 960, New Orleans, LA 70163, (504) 455-1400, michael.palestina@ksfcounsel.com; or Joshua

W. Ruthizer, Wolf Popper LLP, 570 Lexington Avenue, New York, NY 10022, (212) 759-4600, jruthizer@wolfpopper.com.

**WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?**

46. If you are a broker or other nominee that held shares of Eargo common stock that were exchanged for the Merger Consideration in connection with the Merger, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of the Postcard Notice or this Notice, request from the Settlement Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Postcard Notice or this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, A.B. Data Ltd, at P.O. Box 170500 Milwaukee, WI. 53217/info@eargostockholdersettlement.com. If you choose the second option, the Settlement Administrator will send a copy of the Postcard Notice to the beneficial owners by email, if available or otherwise. The emails may be sent by the stockholder of record.

47. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator, with proper documentation supporting the expenses for which reimbursement is sought, or up to a maximum of $0.03 for providing names, addresses, and email addresses to the Settlement Administrator; up to a maximum of $0.03 per Postcard Notice mailed by the nominee, plus postage at the rate used by the Settlement Administrator; or up to a maximum of $0.03 per Postcard Notice sent by the nominee by email. A copy of this Notice and the Postcard Notice may also be obtained from the Settlement Website, www.eargostockholdersettlement.com; by calling the Settlement Administrator, A.B. Data Ltd, at 877-388-1720; or by emailing the Settlement Administrator at info@eargostockholdersettlement.com.

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE OR WITH QUESTIONS ABOUT THE TERMS OF THE PROPOSED SETTLEMENT.**

Dated: October 28, 2026

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE