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Case No. 2024-0860-JTL

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS

This Amended Stipulation and Agreement of Settlement, Compromise, and Release Between Plaintiffs and Defendants (together with all Exhibits hereto, the "Stipulation") is entered into as of October 12, 2026 by and between (a) plaintiffs Donald W. Hansen and Kevin Loudy (together, "Plaintiffs"), on the one hand, and (b) defendants Patient Square Capital, L.P. ("Patient Square") and Justin Sabet-Peyman (together, "Defendants"), on the other. Plaintiffs, on behalf of themselves and the putative Class (defined below), and Defendants will be referred to collectively as the "Settling Parties."0F[1] The Settling Parties have reached an agreement for the settlement of the claims asserted or that could have been asserted against Defendants or the Released Parties in the above-captioned matter styled *In re Eargo, Inc., Stockholder Litigation*, C.A. No. 2024-0860-JTL (the "Action"), filed in the Court of Chancery of the State of Delaware (the "Court"), on the terms set

[1] All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in Section I of this Stipulation.

forth below and subject to the Court's approval pursuant to Court of Chancery Rule 23. The Settling Parties agree to present this Stipulation to the Court for approval and to submit to its jurisdiction in connection with same.

This Stipulation is intended to fully, finally, and forever resolve, discharge, and settle: (i) all Released Plaintiffs' Claims against the Released Defendant Parties; and (ii) all Released Defendant Parties' Claims against Plaintiffs and the other Released Plaintiff Parties.

WHEREAS:

A. On October 29, 2023, Eargo, Inc. ("Eargo") and entities affiliated with Patient Square entered into a merger agreement (the "Merger Agreement"), whereby Patient Square would acquire the common stock shares of Eargo that it did not already own (the "Merger") for $2.55 per share in cash (the "Merger Consideration").

B. The Merger closed on February 16, 2024.

C. 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.

D. On October 23, 2024, Defendants answered the Verified Class Action Complaint.

E. On November 1, 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.

F. 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 (Del. Ch.) (the "*Loudy* Action").

G. Prior to commencing both actions, all three plaintiffs sought and received books and records.1F[2]

H. On November 21, 2024, then-plaintiff Donald H. Nau and Plaintiff Donald W. Hansen propounded discovery requests on five non-parties.

I. On December 11, 2024, the Court consolidated the *Loudy* Action into and under the above-captioned Action.

J. The Action asserted causes of action for alleged breaches of fiduciary duty in connection with the Merger against Defendant Patient Square in its capacities as a controller of Eargo (Count I) and against Defendant Sabet-Peyman in his capacities as a director of Eargo (Count II).

[2] Before filing their suits, Plaintiffs separately pursued pre-suit investigations and obtained books and records from Eargo in the actions styled *Nau, et al v. Eargo, Inc.*, C.A. No. 2024-0113, and *Loudy v. Eargo, Inc.*, C.A. No. 2024-0123, both filed in the Delaware Court of Chancery. The actions were closed by stipulations and final orders filed September 3, 2024, and November 1, 2024, respectively.

K. On January 27, 2025, Defendants served responses and objections to then-plaintiff Donald H. Nau and Plaintiff Donald W. Hansen's first sets of interrogatories and requests for the production of documents directed to Defendants.

L. On July 11, 2025, Defendant Patient Square served its first sets of interrogatories and requests for production of documents directed to then-plaintiff Donald H. Nau and Plaintiffs Donald W. Hansen and Kevin Loudy.

M. On September 19, 2025, Plaintiffs each served responses and objections to Defendant Patient Square's first sets of interrogatories and requests for the production of documents.

N. On December 3, 2025, the Court granted an order for the withdrawal of Plaintiff Donald H. Nau from this case.

O. Beginning in December and until the execution of the Term Sheet (defined below), Plaintiffs conducted discovery in the Action, including receiving and reviewing 8,130 documents spanning more than 61,748 pages from parties and non-parties and conducting the depositions of two witnesses.

P. Plaintiffs also each responded to Patient Square's interrogatories and requests for the production of documents, including by producing documents.

Q. Following a mediation held on June 17, 2026, the Settling Parties accepted a mediator's proposal to settle the Action.

R. On June 30, 2026, the Settling Parties executed a term sheet memorializing the terms of their preliminary agreement (the "Term Sheet"). The Term Sheet sets forth, among other things, the Settling Parties' preliminary agreement to settle and release all claims against Defendants in return for a cash payment on behalf of Defendants of $7,000,000.00 for the benefit of the Class.

S. On July 13, 2026, Defendants paid $3,259,960.23 into the Escrow Account, which amount has been invested into U.S. Treasury bills for the benefit of the Class pending approval of the Settlement.

T. This Stipulation reflects the final and binding agreement between the Settling Parties (subject to the approval of the Court) and supersedes the Term Sheet.

U. Plaintiffs brought the Action in good faith and continue to believe that their claims have legal merit. Plaintiffs' entry into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms of this Stipulation, Plaintiffs and Plaintiffs' Counsel considered the legal and factual defenses to Plaintiffs' claims and the uncertainties inherent in such litigation and at trial, including with respect to the amount of any damages. Plaintiffs and Plaintiffs' Counsel believe that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Claims against the Released Defendant Parties on the terms set forth herein.

V. Defendants' entry into this Stipulation is not an admission as to the merit of any claims asserted in the Action. 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.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, **BY AND AMONG THE PARTIES TO THE STIPULATION**, subject to the approval of the Court pursuant to Rule 23 of the

Rules of the Court of Chancery, that for the good and valuable consideration set forth herein to be conferred on Plaintiffs and the Class, the sufficiency of which is hereby acknowledged, the Action shall be finally and fully settled and compromised, that the Released Plaintiffs' Claims (defined below) shall be released by Plaintiffs and the Class, and that the Action shall be dismissed on the merits with prejudice (and without costs to any Settling Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided for herein), upon and subject to the terms and conditions of the Stipulation as follows:

I. DEFINITIONS

All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them below:

1.1. "Action" has the meaning set forth in the preamble.

1.2. "Allocation Report" has the meaning set forth below in Paragraph 10.1(b).

1.3. "Claims" mean all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, promises, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, controversies, defenses, counterclaims, offsets, decrees, and controversies of any and every kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed,

accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent.

1.4. "Class" means 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.

1.5. "Class Counsel" means Kahn Swick & Foti, LLC and Wolf Popper LLP (subject to Court approval).

1.6. "Class Distribution Order" means an order authorizing the specific distribution of the Net Settlement Fund.

1.7. "Class Member" means a member of the Class.

1.8. "Closing Date" has the meaning set forth below in Paragraph 10.1(a).

1.9. "Court" has the meaning set forth in the preamble.

1.10. "Defendants" has the meaning set forth in the preamble.

1.11. "Defendants' Counsel" means Ropes & Gray LLP and Abrams & Bayliss, LLP.

1.12. "DTC" means the Depository Trust Company.

1.13. "DTCC" means the Depository Trust & Clearing Corporation, including its subsidiary, the DTC.

1.14. "DTC Participants" means all DTC participants that held Eargo Common Stock immediately before the Merger.

1.15. "Eargo" has the meaning set forth in the preamble.

1.16. "Effective Date" means the first date by which all of the events and conditions specified in Paragraph 7.1 of this Stipulation have been met and have occurred or have been waived in writing.

1.17. "Escrow Account" means the bank account maintained by the Escrow Agent into which the Settlement Amount has been partially and will be fully deposited and wherein the Settlement Fund will be held.

1.18. "Escrow Agent" means Huntington Bank, who will administer the Escrow Account under supervision of Class Counsel.

1.19. "Excluded D&Os" has the meaning set forth below in Paragraph 1.20.

1.20. "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.

1.21. "Excluded Shares" means the shares of Eargo stock held by Excluded Persons as of the Closing Date or otherwise excluded from the Settlement and the Class.

1.22. "Excluded Related Persons" has the meaning set forth above in Paragraph 1.20.

1.23. "Exhibits" has the meaning set forth below in Paragraph 13.15.

1.24. "Fee and Expense Application" means the application to the Court by Plaintiffs and Plaintiffs' Counsel for a Fee and Expense Award.

1.25. "Fee and Expense Award" means an award to Plaintiffs' Counsel of attorneys' fees and litigation costs and expenses, and awards to the Plaintiffs to compensate them for their time and effort expended in the Action, to be paid from the Settlement Fund and approved by the Court, and in full satisfaction of any and all claims for attorneys' fees or costs and expenses that have been, could be, or could

have been asserted by Plaintiffs' Counsel or any other counsel or any Class Member against the Released Defendant Parties with respect to the Action or the Settlement. For the avoidance of doubt, "Fee and Expense Award" includes any service or incentive award to Plaintiffs awarded by the Court.

1.26. "Final" means, with respect to any judgment or order: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the judgment or order; or (ii) if there is an appeal from the judgment or order, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the judgment or order, and, if certiorari or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys' fees or expenses or any plan of allocation shall not in any way delay or preclude any judgment or order from becoming Final.

1.27. "Final Court Approval" means the entry of a Final Judgment approving the Settlement and dismissing the Action with prejudice.

1.28. "Judgment" means the Order and Final Judgment to be entered by the Court, substantially in the form attached hereto as **Exhibit E**.

1.29. "Loudy Action" has the meaning set forth above in the preamble.

1.30. "Merger" has the meaning set forth above in the preamble.

1.31. "Merger Agreement" has the meaning set forth above in the preamble.

1.32. "Merger Consideration" has the meaning set forth above in the preamble.

1.33. "Merger Record Holders" has the meaning set forth in Paragraph 10.1(a).

1.34. "Merger Records" has the meaning set forth in Paragraph 10.1.

1.35. "Net Settlement Fund" means 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.

1.36. "Notice" means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**.

1.37. "Notice and Administration Costs" means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Class Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement,

including, without limitation, the costs, fees, and expenses incurred in connection with the Escrow Account. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

1.38. "Party" or "Parties" have the meanings set forth above in the preamble.

1.39. "Patient Square" has the meaning set forth above in the preamble.

1.40. "Person" or "Persons" means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity, and each of their heirs, predecessors, successors, representatives, or assignees.

1.41. "Plaintiffs" has the meaning set forth above in the preamble.

1.42. "Plaintiffs' Counsel" means Kahn Swick & Foti, LLC, Wolf Popper LLP, and Cooch & Taylor P.A.2F[3]

[3] Kahn Swick & Foti, LLC is counsel to Plaintiff Loudy and Wolf Popper LLP and Cooch and Taylor P.A. are counsel for Plaintiff Hansen.

1.43. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

1.44. "Postcard Notice" means the Postcard Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit D**.

1.45. "Registered Holder" has the meaning set forth below in Paragraph 10.1(a).

1.46. "Released Claims" means Released Plaintiffs' Claims and Released Defendants' Claims.

1.47. "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.

1.48. "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.

1.49. "Released Parties" means Released Defendant Parties and Released Plaintiff Parties.

1.50. "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.

1.51. "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.

1.52. "Releases" means the releases set forth in Paragraphs 3.1, 3.2, 3.3, and 3.4 of this Stipulation.

1.53. "Scheduling Order" means an order scheduling a hearing on the proposed Settlement and approving the form of and method of giving notice of the Settlement, substantially in the form attached hereto as **Exhibit A**.

1.54. "Settlement" means the settlement contemplated by this Stipulation.

1.55. "Settlement Administrator" means, subject to the Court's approval, A.B. Data LLC, who will administer the Settlement and provide notice to the Class under supervision of Class Counsel.

1.56. "Settlement Amount" has the meaning set forth in Paragraph 2.1.

1.57. "Settlement Fund" means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.

1.58. "Settlement Hearing" means the hearing (or hearings) to be held by the Court to determine, among other things, whether: (i) Plaintiffs and Class Counsel have adequately represented the interests of the Class; (ii) the Court should approve the proposed Settlement as fair, reasonable, adequate, and in the best interests of the Class; (iii) the Court should dismiss the Action with prejudice as against Defendants, and all of the Released Claims against the Released Parties should be fully, finally,

and forever released, settled, and discharged; (iv) any Fee and Expense Award should be paid to Plaintiffs' Counsel out of the Settlement Fund; and (v) the Court should enter judgment approving the Settlement in accordance with the terms of this Stipulation.

1.59. "Settlement Website" means the website published by the Settlement Administrator to provide information about the Action and the Settlement and copies of relevant documents.

1.60. "Settling Parties" has the meaning set forth above in the preamble.

1.61. "Stipulation" has the meaning set forth above in the preamble.

1.62. "Stock Transfer Records" means the stock transfer records maintained by or on behalf of Eargo listing the names, mailing addresses, and, if available, email addresses for all holders of Eargo common stock as of the closing of the Merger.

1.63. "Summary Notice" means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

1.64. "Taxes" means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow

Account is not treated, or does not qualify, as a "qualified settlement fund" for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

1.65. "Tax Expenses" means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

1.66. "Term Sheet" has the meaning set forth above in the preamble.

1.67. "Termination Notice" has the meaning set forth in Paragraph 11.1.

1.68. "Triggering Criteria" has the meaning set forth in Paragraph 7.3.

1.69. "Triggering Threshold" has the meaning set forth in Paragraph 7.3.

1.70. "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.

II. SETTLEMENT CONSIDERATION

2.1. In connection with the Settlement, and in consideration of the Releases set forth herein, Patient Square and/or its or Eargo's insurers shall cause to be paid into the Escrow Account the total sum of Seven Million United States Dollars ($7,000,000.00) (the "Settlement Amount"). As noted in the preamble, Patient Square has already caused to be paid into the Escrow Account the amount of $3,259,960.23. The remaining balance of the Settlement Amount shall be paid by check, wire, or ACH as follows: Patient Square and/or its or Eargo's insurers shall pay or cause to be paid the balance of the Settlement Amount, or $3,740,039.77, into the Escrow Account, within thirty (30) calendar days from the Court granting Final Approval of the Settlement. Notice and Administration Costs shall be paid from the Settlement Fund.

2.2. Neither Defendants, Defendants' insurers, nor the Released Defendant Parties shall be required to make any additional payment to the Settlement Fund, whether in connection with any Plaintiffs' and/or Plaintiffs' Counsel's Fee and Expense Award, incentive award, or otherwise, unless expressly stated herein.

2.3. This is not a claims-made settlement, and Defendants and their insurers shall have no reversion interest in the Settlement Fund except as provided in Paragraph 11.4.

III. SCOPE OF THE SETTLEMENT

3.1. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, Defendants shall be dismissed with prejudice from the Action without the award of any damages, costs, or fees against Defendants and in favor of any other party, and without the grant of any further relief against Defendants, except for the payment of the Settlement Amount as provided in this Stipulation.

3.2. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, by operation of the Settlement, shall fully, finally, and forever release, settle, relinquish, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall 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.

3.3. As of the Effective Date, Plaintiffs and all Class Members shall be deemed bound by the Stipulation and the Judgment. The Judgment, including the release of all Released Plaintiffs' Claims against all Released Defendant Parties,

shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, and anyone claiming through or on behalf of any of them.

3.4. As of the Effective Date, Defendants shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against the Released Plaintiffs' Parties.

3.5. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against the Released Defendant Parties with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel (including Plaintiffs' Counsel) and Defendants and their counsel (including Defendants' Counsel) agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties represent and agree that the terms of the Settlement reached between them were negotiated at arm's-length and in good-faith by them, and reflect

a Settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

3.6. Nothing herein shall in any way release, waive, impair, or restrict the rights of any Party to enforce the terms of this Stipulation or of the Settlement.

IV. CLASS CERTIFICATION

4.1. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Class as a non-opt out class pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1); (b) the appointment of Plaintiffs as Class Representatives for the Class; (c) the appointment of Kahn Swick & Foti, LLC and Wolf Popper LLP as Class Counsel; and (d) the appointment of Cooch and Taylor, P.A. as Delaware counsel to the Class.

4.2. The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms or that the Effective Date otherwise fails to occur, the certification of the Class shall be deemed vacated, and the Action shall proceed as though the Court had never certified the Class.

V. PROCEDURE FOR APPROVAL AND NOTICE

5.1. As soon as practicable after execution of this Stipulation, Plaintiffs' Counsel shall submit this Stipulation (together with the Exhibits) to the Court, and

the Settling Parties shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**.

5.2. Within ten (10) business days of the execution of the Stipulation, Defendants' Counsel shall provide Plaintiffs' Counsel with the Stock Transfer Records, or substantially equivalent records.

5.3. Plaintiffs shall retain the Settlement Administrator to provide notice of the Settlement, confirm the Excluded Shares with the DTC Participants identified by Defendants' Counsel, and administer the disbursement of the Net Settlement Fund to eligible Class Members. Defendants shall have no involvement in, or responsibility, authority, or liability whatsoever for, the selection of the Settlement Administrator. Defendants' Counsel shall cooperate with Plaintiffs' Counsel in providing notice of the Settlement and administering the Settlement, including by causing Eargo or its representatives to provide the Stock Transfer Records (defined above), the Merger Records (defined below) in accordance with Paragraph 10.1 below, and making reasonable efforts to identify all Excluded Persons.

5.4. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid, or if practical emailed, the Postcard Notice, substantially in the form attached hereto as **Exhibit D**, to each Class Member at their last known address appearing in the Stock Transfer Records. The Settlement

Administrator shall also mail or email a copy of the Notice to any Class Member who requests a mailed or emailed copy of the Notice.

5.5. All stockholders of record who held Eargo common stock on behalf of beneficial owners and who receive the Postcard Notice shall be directed to forward the Postcard Notice promptly to such beneficial owners. Plaintiffs' Counsel shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Postcard Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

5.6. In accordance with the Scheduling Order, Plaintiffs' Counsel shall also cause the Summary Notice to be published in *PR Newswire* or another similar national wire service, substantially in the form attached hereto as **Exhibit C**.

5.7. Plaintiffs' Counsel and the Settlement Administrator shall also publish the Settlement Website, which shall include information about the Settlement and downloadable copies of the following documents: the Postcard Notice, the Notice, the Summary Notice, the operative Complaint filed in the Action, the Stipulation, and the Scheduling Order.

5.8. Plaintiffs' Counsel or the Settlement Administrator shall file with the Court an appropriate declaration or affidavit with respect to the preparation and dissemination of the Notice. Such declaration or affidavit shall be filed in accordance with the Scheduling Order.

5.9. Any and all costs and expenses related to providing Notice, including Notice and Administration Costs, Taxes, and Tax Expenses, shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. Plaintiffs' Counsel may expend up to $200,000.00 from the Settlement Fund in Notice and Administration Costs without Court approval. Plaintiffs' Counsel may pay Taxes and Tax Expenses from the Settlement Fund without Court approval. In no event shall Plaintiffs, Defendants, the Released Defendant Parties, or any of their attorneys or insurers have any liability or responsibility for the costs and expenses associated with providing the Notice.

5.10. The Settling Parties and their respective attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement. The Settling Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder and the dismissal of the Action with prejudice. The Settling Parties and their attorneys agree to cooperate fully with

one another in seeking the Court's approval of this Stipulation and to use their best efforts to effect consummation of the Settlement.

5.11. If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall jointly request that the Court enter the Judgment, substantially in the form attached hereto as **Exhibit E**.

VI. STAY PENDING FINAL APPROVAL

6.1. Pending negotiation, execution, and Final Court Approval of the Settlement, Plaintiffs, on their own behalf and on behalf of the Class, agree to stay any and all claims against the Defendants in the Action and not to initiate any other proceedings bringing claims against any Released Defendant Parties, other than those proceedings incident to the Settlement and this Stipulation itself.

6.2. The Settling Parties will request (in the Scheduling Order) that Court order that, pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Parties.

VII. CONDITIONS OF SETTLEMENT

7.1. The Effective Date shall be deemed to occur on the occurrence or written waiver of the last of all of the following events:

(a) The payment of the full Settlement Amount into the Escrow Account;

(b) The Court's certification of the Class as a non-opt out class, provided, however, that this condition may be waived by Defendants in their sole discretion if the Court certifies the Class under Court of Chancery Rule 23(b)(3) and/or otherwise permits potential Class Members to opt out of the Settlement Class;

(c) In the event that the Court certifies the Settlement Class under Rule 23(b)(3) or grants potential or actual Class Members a right to opt-out of the Settlement or the Settlement Class, (i) the Settling Parties' execution of the confidential side letter agreement referenced in Paragraph 7.3, and (ii) (A) the expiration of any termination rights granted to Defendants in that confidential side letter agreement, (B) Defendants final decision not to exercise such termination rights, or (C) the final and conclusive determination by the Settlement Administrator that the Triggering Threshold (as defined below) was not met;

(d) The Court's entry of the Judgment substantially in the form attached hereto as **Exhibit E**, including Releases substantially in the form set out

herein and the dismissal with prejudice of the Action as to Defendants without the award of any damages, costs, or fees, except as provided for in this Stipulation; and

(e) The Judgment becoming Final.

7.2. Upon occurrence of the Effective Date, any and all remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

7.3. Should the Court certify the Settlement Class under Rule 23(b)(3) or grant potential or actual Class Members a right to opt-out of the Settlement or the Settlement Class, then the Parties will negotiate, in good faith, a confidential side letter agreement containing terms and conditions by which Defendants may elect, in their sole discretion, to terminate this Settlement if more than a pre-determined percentage of the Class Members elect to opt out of the Settlement (such percentage, the "Triggering Threshold"). The Settling Parties have agreed on the Triggering Threshold in the Term Sheet; notwithstanding that this Stipulation otherwise supersedes the Term Sheet, the Triggering Threshold and the other terms, conditions, and provisions of the Term Sheet related to that Triggering Threshold and to Defendants' right to terminate the Settlement if the Triggering Threshold is met (collectively, the "Triggering Criteria") will survive and be deemed part of the Settlement until such time as the parties execute the confidential side letter agreement. Upon execution of the confidential side letter agreement, that agreement

will supersede the provisions of the Term Sheet related to the Triggering Threshold and Triggering Criteria. The Settling Parties will keep confidential the Term Sheet and the confidential side letter agreement and will not file those documents on the public docket. The Settling Parties will provide the Term Sheet or confidential side letter agreement to the Court for *in camera* inspection upon request.

VIII. ATTORNEYS' FEES AND EXPENSES

8.1. Class Counsel intends to make a Fee and Expense Application to the Court for a Fee and Expense Award of up to 25% of the Settlement Fund for Plaintiffs' Counsel, inclusive of expenses related to the Action and incentive awards of up to $10,000.00 for each of the Plaintiffs. The application will be wholly inclusive of any request for or entitlement to attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Action, any Released Claims, and the Settlement. The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Class Counsel's Fee and Expense Application is not the subject of any agreement among the Settling Parties other than what is set forth in this Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award.

8.2. The Fee and Expense Award shall be paid from the Settlement Fund to Class Counsel promptly upon the Court's entry of an order granting a Fee and Expense Award, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Plaintiffs' Counsel's obligation to make refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Class Counsel shall make the appropriate refund or repayment in full into the Escrow Account no later than thirty (30) calendar days after either (a) Plaintiffs' receiving from Defendants' Counsel notice of the termination of the Settlement, or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award becoming Final.

8.3. Class Counsel, in their sole discretion, shall allocate the Fee and Expense Award amongst Plaintiffs' Counsel in a manner which Class Counsel, in good faith, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award

of any Fee and Expense Award to or among Plaintiffs' Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

8.4. This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final are not conditioned upon the Court's approval of a Fee and Expense Award, either at all or in any particular amount. The Fee and Expense Award may be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Released Claims; or prevent the occurrence of the Effective Date.

8.5. Plaintiffs' Counsel warrants that no portion of any such Fee and Expense Award shall be paid to Plaintiffs, except as may be approved by the Court (as outlined above).

IX. THE SETTLEMENT FUND

9.1. The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund (as defined above, the Net Settlement

Fund) shall be distributed pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

9.2. Except as provided herein, or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account through the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

9.3. The Escrow Agent shall invest any funds in the Escrow Account exclusively in U.S. Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation ("FDIC") may be deposited in any account that is fully insured by the FDIC. In the event that the yield on U.S. Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States.

9.4. The Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and Class Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, Patient Square shall provide and/or cause the relevant insurers to provide to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

9.5. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Class Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the

election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants or the Released Defendant Parties shall have no responsibility or liability for any such Taxes or Tax Expenses, any deduction or withholding by applicable law in respect to amounts distributed from the Settlement Fund (including any interest, penalties, additions to tax or additional amounts imposed thereon), or the acts or omissions of Class Counsel or its agents with respect to the payment of Taxes, as described herein.

9.6. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, any Released Defendant Parties, or any Person who paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

9.7. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Class Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable in an aggregate amount up to $200,000, consistent with Paragraph 5.9. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Postcard Notice and Notice, publishing the Summary Notice and Settlement Website, reimbursements to nominee owners for forwarding the Notice to their beneficial

owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurer(s), or any of the other Released Defendant Parties, or any Person who or which paid any portion of the Settlement Amount.

X. SETTLEMENT ADMINISTRATION

10.1. For purposes of distributing the Net Settlement Fund to eligible Class Members, promptly following the Court's entry of the Judgment, Patient Square (at Patient Square's cost and at no cost to the Settlement Fund), Class Counsel, or the Settlement Administrator shall make reasonable efforts to cause Class Counsel or the Settlement Administrator to be provided, in an electronically-searchable form such as Excel, the following information (the "Merger Records"):

(a) The names, mailing addresses and, if available, email addresses of all registered holders of Eargo common stock listed on Eargo's stockholder register (each a "Registered Holder") who held shares of Eargo common stock at the closing of the Merger (the "Closing Date") and therefore received or were entitled to receive the Merger Consideration, other than the Excluded Persons ("Merger

Record Holders"), and the number of shares of Eargo common stock held by each of the Merger Record Holders at the Closing Date and for which the Merger Record Holders received or were entitled to receive the Merger Consideration; and

(b) The DTCC and/or DTC allocation or "chill" report prepared in anticipation of the Merger (the "Allocation Report") for the payment date reflecting the positions paid in connection with this event.

(c) A schedule containing a list of all persons and entities that Defendants have identified as Excluded Persons. The schedule shall include the number of Excluded Shares held by each Excluded Person, whether such shares were held beneficially or through a financial institution, and the name of the financial institution and its DTC Participant Number. As part of providing the list of Excluded Persons, Defendants will represent and warrant that, other than the Excluded Persons listed on the schedule, they are unaware of any other related entities or immediate family members that held stock at the closing of the Merger and/or are Excluded Persons.

10.2. In addition to the information to be provided under Paragraph 10.1 above, Patient Square, at the request of Plaintiffs, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information or to cause Eargo or its representatives to provide such additional information as may be required to

distribute the Net Settlement Fund to eligible Class Members and to ensure that the Net Settlement Fund is paid only to eligible Class Members and not to the Excluded Persons. Each Excluded Person shall have no right to receive any direct payment from the Settlement Fund for his, her, or its own account(s) (that is, accounts in which he, she, or it holds a proprietary interest). The Order and Final Judgment shall contain a provision directing any Excluded Person that receives any portion of the Net Settlement Fund to return said funds to the Settlement Administrator.

10.3. The Net Settlement Fund shall be distributed to eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or Judgment, or such other plan of allocation as may be approved by the Court. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation and shall not have any involvement with the application of the Court-approved plan of allocation.

10.4. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date and after all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved. Once the conditions in the foregoing sentence are met, Class Counsel may move forward with the distribution of the Net Settlement Fund to the Class at such time that Class Counsel, in their sole discretion, deem it appropriate to do so, without further order of the Court.

10.5. Payment pursuant to the Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. The Settling Parties, the other Released Defendants' Parties, and their respective counsel (including Plaintiffs' Counsel) shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, calculation, or payment of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection therewith.

10.6. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Plan of Allocation set forth in the Notice or such other

plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

10.7. Subject to the Court's approval of the Settlement, any residual amounts remaining in the Net Settlement Fund may be redistributed to identified Class Members; provided, however, that if redistribution is uneconomic, the Court may approve a transfer of the residual funds to the Combined Campaign for Justice or a similar organization pursuant to Court of Chancery Rule 23(f)(6).

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1. The Settling Parties shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's refusal to approve this Stipulation, or any part of it that materially affects any Settling Party's rights or obligations hereunder; (b) the non-occurrence of any of the conditions set forth in Paragraph 7.1 (unless the Parties mutually agree in writing to proceed with the Settlement on amended terms approved by the Court); or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate court.

11.2. Neither a modification nor a reversal on appeal of the amount of the Fee and Expense Award granted by the Court to Plaintiffs' Counsel nor any order modifying or rejecting the Plan of Allocation shall (a) be deemed a material

modification of the Judgment or this Stipulation, (b) operate to terminate or cancel this Stipulation and/or Settlement, (c) or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

11.3. In the event that (a) a court of competent jurisdiction enters a Final order determining that the transfer of money to the Settlement Fund on behalf of Defendants (or any portion of such a transfer) was a preference, voidable transfer, fraudulent transfer, or similar transaction, and (b) any portion of such money transferred to the Settlement Fund is required to be returned, and (c) such returned amounts are not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate, set aside, and terminate this Stipulation and the Settlement. If the Court grants such request, then the Settlement will be deemed terminated and the provisions and procedures of Paragraph 11.4 of this Stipulation will apply.

11.4. In the event that (a) the Settlement is terminated pursuant to the terms of Paragraphs 11.1 or 11.3 of this Stipulation or to the confidential side letter agreement described in Paragraph 7.3 or (b) the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and this Stipulation (other than this Paragraph 11.4 and Paragraphs 4.2, 8.2, 9.2, 9.3, 9.5, 9.7, 11.3, 11.4, 11.5, 12.1, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16 of this Stipulation) shall be canceled and terminated; (ii) any entered judgment

and any related orders shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal, and no materials created by or received from a Settling Party that were used in, obtained during, or related to Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (v) all proceedings in the Action shall revert to their status as of immediately prior to execution of the Term Sheet; (vi) all negotiations, proceedings, and statements made in connection with the Settlement shall be without prejudice to the rights of any Party and shall not be deemed or construed as an admission by any Party of any fact, matter, or position asserted in the Action, or of the propriety of any claim or defense that has been or could have been asserted therein; (vii) the Settling Parties shall jointly petition the Court for a revised schedule; (viii) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (ix) within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Class Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment

of the Settlement Fund, and any funds received by Plaintiffs' Counsel consistent with Paragraph 8.2 of this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2.1 above in such amounts as directed by Defendants.

11.5. In the event that the funds Class Counsel received consistent with Paragraph 8.2 of this Stipulation have not been refunded to the Escrow Account within the thirty (30) calendar days specified in Paragraph 11.4 for the return of the Settlement Fund, then immediately upon the Paragraph 8.2 funds' deposit into the Escrow Account, the Escrow Agent shall refund those funds directly to the Persons who made payment pursuant to Paragraph 2.1 in such amounts as directed by Defendants.

XII. NO ADMISSION OF LIABILITY

12.1. It is expressly understood and agreed that neither the Settlement, nor the Stipulation, nor any act or omission in connection therewith is intended or shall be deemed, construed, or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or the Released Defendant Parties as to the validity of any aspect of the Action whatsoever, including (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation (including the

Released Plaintiffs' Claims), (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants would not have exceeded the Settlement Amount.

12.2. The Released Defendant Parties may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

12.3. Defendants deny that any of them have committed, threatened to commit, or aided and abetted in the commission of any violations of law or engaged in any of the wrongful acts alleged by Plaintiffs in this Action, and Defendants expressly maintain that they acted properly, in good faith, and in a manner consistent with their fiduciary and other legal duties at all relevant times and are entering into the Settlement solely to eliminate the burden, expense, distraction, and uncertainties inherent in further litigation.

XIII. MISCELLANEOUS

13.1. Patient Square represents that the relevant insurers have represented their intention to fund any portion of the Settlement Amount not paid by Patient Square or Eargo.

13.2. This Stipulation shall be deemed to have been mutually prepared and drafted by the Settling Parties and shall not be construed against any of them by reason of authorship.

13.3. The Settling Parties agree that, in the event of any breach of this Stipulation, all of the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

13.4. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile, electronic scanning, or electronic signature shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

13.5. The headings and paragraph titles herein are used for the purpose of convenience only and are not meant to have legal effect, including any effect on the meaning or interpretation of this Stipulation.

13.6. Each counsel or other Person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

13.7. Plaintiffs and Plaintiffs' Counsel represent and warrant that none of the Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred in whole or in part.

13.8. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Settling Party or Settling Parties against whom such modification, amendment, or waiver is sought to be enforced.

13.9. Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any Settling Party of any breach of this

Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation. Each of Defendants' respective obligations hereunder are several and not joint, and the breach or default by one Defendant shall not be imputed to, nor shall any Defendant have any liability or responsibility for, the obligations of any other Defendant herein.

13.10. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries) and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate; provided, however, that the Released Defendant Parties who are not parties to this Stipulation shall be third-party beneficiaries of this Stipulation only if they discharge any and all obligations imposed on them by this Stipulation and satisfy any and all preconditions that must be met before a right conferred on them can be exercised.

13.11. Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. For the purposes of this Stipulation and no other action, each Settling Party (i) consents to personal jurisdiction in any such action brought in the Court; (ii) consents to service of process by registered mail upon such Settling Party or such Settling Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

13.12. The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Each Settling Party consents to the jurisdiction and venue of the Court (or, if the Court does not have or declines to exercise jurisdiction, any other state or federal court sitting in the State of Delaware) with respect to any dispute arising out of or relating in any way to this Stipulation, the Term Sheet, or the Settlement, whether sounding in contract, tort, or otherwise, and waives any objection that Delaware or such court is an inconvenient forum or any other

objection to venue in such court. Each Settling Party expressly waives, to the fullest extent permitted by law, any right to a trial by jury in any action arising out of or relating to this Stipulation.

13.13. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation. If any deadline set forth in this Stipulation falls on a Saturday, Sunday, or legal holiday, that deadline shall be automatically extended to the next business day.

13.14. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

13.15. This Stipulation (including the following exhibits ("Exhibits")) constitutes the entire agreement among the Settling Parties with respect to the subject matter hereof:

(a) **Exhibit A:** [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing;

(b) **Exhibit B:** Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear;

(c) **Exhibit C:** Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear;

(d) **Exhibit D:** Postcard Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear; and

(e) **Exhibit E:** [Proposed] Order and Final Judgment.

These Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation. In the event that any Exhibit conflicts with the terms of this Stipulation, the Stipulation shall control. The Stipulation supersedes all written or oral communications, agreements, or understandings that may have existed before the execution of this Stipulation. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

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

13.17. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel (including Defendants' Counsel), in any statement made to any media representative (whether or not for attribution), will not assert that the Action was commenced or prosecuted in bad faith, nor will they

deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. Other than in connection with the approval and administration of the Settlement, Plaintiffs and their counsel (including Plaintiffs' Counsel) will not make any assertion about the merits of this Action on any website, to the media, in promotional materials, or the like. Plaintiffs and their counsel (including Plaintiffs' Counsel) and Defendants and their counsel (including Defendants' Counsel) shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned Settling Parties as of the date noted above.

Dated: October 12, 2026

COOCH AND TAYLOR, P.A.

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EXHIBIT A

EFiled: Oct 12 2026 05:10PM EDT
Transaction ID 81013939
Case No. 2024-0860-JTL

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

AMENDED [PROPOSED] SCHEDULING ORDER WITH RESPECT TO NOTICE AND SETTLEMENT HEARING

WHEREAS, a stockholder class action is pending in this Court, styled *In re Eargo, Inc. Stockholder Litigation*, C.A. No. 2024-0860-JTL (the "Action");

WHEREAS, an 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") has been entered into by and between (i) plaintiffs Donald W. Hansen and Kevin Loudy (collectively, "Plaintiffs"), on the one hand, and (ii) Patient Square Capital, L.P. ("Patient Square") and Justin Sabet-Peyman (collectively, "Defendants," and, together with Plaintiffs on behalf of themselves and the putative Class, the "Settling Parties"), on the other;

WHEREAS, the Stipulation sets forth the terms and conditions for a proposed settlement, to be approved by this Court pursuant to Court of Chancery Rule 23, reached between Plaintiffs and Defendants and provides for dismissal of the Action with prejudice as against Defendants and for the release of all Released Claims against Defendants and the Released Defendant Parties upon the terms and conditions set forth in the Stipulation (the "Settlement");

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents; and

WHEREAS, all Settling Parties have consented to the entry of this order and submitted to the jurisdiction of this Court in connection with the Settlement;

NOW, after review and consideration of the Stipulation filed with the Court, and after due deliberation, IT IS HEREBY ORDERED, this _____ day of _____, 2026, that:

1. Except for terms defined herein, the Court adopts and incorporates by reference the definitions in the Stipulation and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation for purposes of this Order.

2. The Court has jurisdiction over the Settlement and all matters relating to it, as well as personal jurisdiction over the Settling Parties and each of the Class Members.

3. In accordance with the proposed "Class" definition in the Stipulation, for the purposes of the Settlement only, the Action preliminarily shall be maintained as a non-opt out class action under Delaware Court of Chancery Rules 23(a) and 23(b)(1) on behalf of the following class (the "Class"):

> the non-opt out class 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.

> Excluded from the Class are those "Excluded Persons," meaning (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 the 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.

The Court preliminarily appoints Plaintiffs Donald W. Hansen and Kevin Loudy as class representatives for the Class ("Class Representatives"); their Counsel, Kahn Swick & Foti, LLC and Wolf Popper LLP, as class counsel ("Class Counsel"); and Cooch and Taylor, P.A. as Delaware counsel to the Class.

4. For purposes of the Settlement only, the Court preliminarily finds that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Class Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of

inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have engaged in conduct generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

5. A hearing (the "Settlement Hearing") will be held on _____ ___, 2026, at __:_.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 by Zoom (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, whether Kahn Swick & Foti, LLC and Wolf Popper LLP may be finally appointed as Class Counsel, whether Cooch and Taylor, P.A. may be finally appointed as Delaware counsel to the Class, and whether

Plaintiffs and Class 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, substantially in the form attached as Exhibit E to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants;

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 Class Counsel's Fee and Expense Application for a Fee and Expense Award to Plaintiffs' Counsel should be approved;

g. Hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to Class Counsel's requested Fee and Expense Award for Plaintiffs' Counsel; and

h. Consider and rule on any other matters that may properly be brought before the Court in connection with the Settlement.

6. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the Fee and Expense

Application and Fee and Expense Award, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action, and retains jurisdiction over the Settling Parties and the Class Members to consider all further applications arising out of or connected with the proposed Settlement.

7. The Court may decide to hold the Settlement Hearing remotely by videoconference (such as Zoom) without further notice to the Class. Any Class Member (or the Class Member's counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in the date, time, or format of the hearing.

8. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation (as it may be modified by the Settling Parties), without further notice to Class Members. The Court may approve the Plan of Allocation or a modified plan of allocation at or after the Settlement Hearing, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses at or after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind to Class Members.

9. The Court approves A.B. Data LLC as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation

and distribution of the Settlement Fund. The Court also approves Huntington Bank as the Escrow Agent to administer the Escrow Account under supervision of Class Counsel.

10. The Court approves, in form and substance, the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit B** to the Stipulation (the "Notice").

11. The Court approves, in form and substance, the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit C** to the Stipulation (the "Summary Notice").

12. The Court approves, in form and substance, the Postcard Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, attached as **Exhibit D** to the Stipulation (the "Postcard Notice").

13. The Court finds that the mailing of the Postcard Notice and publication of the Summary Notice and Settlement Website (which will include a downloadable copy of the Notice) in substantially the manner set forth in this Order constitutes the best notice practicable under the circumstances to all Persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements

of Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

14. Within fifteen (15) business days from the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the "Notice Date"), the Settlement Administrator shall cause the Postcard Notice, substantially in the form attached as Exhibit D to the Stipulation, to be mailed by U.S. first-class mail, or other mail service if mailed outside the U.S., postage prepaid, or if practical, emailed, to each potential Class Member who may be identified through reasonable effort at their last known address appearing in the Stock Transfer Records maintained by or on behalf of Eargo. All stockholders of record who held Eargo common stock on behalf of beneficial owners and who receive the Postcard Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Postcard Notice, request from the Settlement Administrator sufficient copies of the Postcard Notice and/or Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Postcard Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their

reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such reasonable expenses shall not exceed a maximum of $0.03 for providing names, addresses, and email addresses to the Settlement Administrator; a maximum of $0.03 per Postcard Notice mailed by the nominee, plus postage at the rate used by the Settlement Administrator; or a maximum of $0.03 per notice sent by the nominee by email.

15. Not later than the Notice Date, the Settlement Administrator shall cause the Stipulation and the Notice to be posted on the Settlement Website, from which copies of the Postcard Notice, the Notice, the Summary Notice, the operative Complaint filed in the Action, the Stipulation, and this Order may be downloaded. The Settlement Administrator shall also mail or email a copy of the Notice to any Class Member who requests a mailed or emailed copy of the Notice.

16. Not later than ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice to be published in PR Newswire or another similar national wire service, substantially in the form attached as **Exhibit C** to the Stipulation.

17. All Notice and Administration Costs shall be paid in accordance with the Stipulation without further order of the Court.

18. Class Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

19. At least ten (10) calendar days prior to the date of the Settlement Hearing, Plaintiffs shall file with the Court proof of mailing of the Postcard Notice and publication of the Summary Notice.

20. The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in Chancery and delivering a notice of appearance to Class Counsel and Defendants' Counsel, at the addresses set forth in paragraph 22 below, such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be

represented by Class Counsel and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

22. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Class Counsel's Fee and Expense Application for a Fee and Expense Award (such filing Class Member, an "Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or the Fee and Expense Award unless that Person has filed a written objection with the 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, and served (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) copies of the objection upon each of the following counsel at the following addresses such that they are received no later than fourteen (14) calendar days prior to the Settlement Hearing, with copies also emailed to: michael.palestina@ksfcounsel.com, daniel.mccaughey@ropesgray.com, bayliss@abramsbayliss.com, and field@abramsbayliss.com (complete contact details as follows):

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Attorneys for Defendants Patient Square Capital, L.P. & Justin Sabet-Peyman

Counsel for the Settling Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

23. Any objection 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 signed personally by the Objector; (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 Class Member. Documentation establishing that an Objector is a Class Member 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. The Parties are authorized to request from any Objector additional information or documentation sufficient to prove that the Objector is a Class Member.

24. Any person who fails to object in the manner described above (i) shall be deemed to have waived the right to object (including any right of appeal) and (ii) shall be forever barred from raising such objection in the Action or any other action or proceeding or otherwise contesting in the Action or in any other proceeding the Settlement, the Plan of Allocation, or the Fee and Expense Award and will otherwise be bound by the Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

25. At least twenty-eight (28) calendar days prior to the Settlement Hearing, Plaintiffs shall file any opening briefs in support of the proposed Settlement and Plan of Allocation, and Class Counsel shall file their application for a Fee and Expense Award for Plaintiffs' Counsel, including any supporting affidavit(s). At least seven (7) calendar days prior to the date of the Settlement Hearing, the Settling Parties shall file any reply in response to any objections to the Settlement or the Plan of Allocation, and Class Counsel shall file any reply in response to any objections to their application for a Fee and Expense Award.

26. Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and all other Class Members from commencing, instituting, or prosecuting any proceedings asserting any of the Released Plaintiffs' Claims against any of the Defendants or Released Defendant Parties.

27. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, (a) this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; (b) this Order shall be without prejudice to the rights of the Settling Parties; and (c) the Settling Parties shall revert to their

respective positions in the Action as of immediately prior to the execution of the Term Sheet.

28. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

29. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

_____
Vice Chancellor J. Travis Laster

EXHIBIT B

EFiled: Oct 12 2026 05:10PM EDT
Transaction ID 81013939
Case No. 2024-0860-JTL

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE EARGO, INC., STOCKHOLDER LITIGATION	CONSOLIDATED 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 [_____] 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 [Settlement Website].

EXHIBIT B

ATTEND A HEARING ON [_____], 2026 AT [_____] [_].M. E.T., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN [_____], 2026.	Filing a written objection and notice of intention to appear that is received by[_____], 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the __[_____], 2026, 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.

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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 September ___, 2026, the Settling Parties fully executed the 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._____.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.

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[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).

EXHIBIT B

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.
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> "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._____.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 _____, at __:_.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 _____, 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 _____, 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

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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 _____**. 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 _____**.

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, [Settlement Website]. If you have questions regarding the Settlement, you may contact the Settlement Administrator, A.B. Data LLC, at [Settlement Administrator's toll-free number / email address]; 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, 845 Third 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 LLC, at [address / email]. 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._____.com; by calling the Settlement Administrator, A.B. Data LLC, at [phone number]; or by emailing the Settlement Administrator at [email address].

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: _____

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

EFiled: Oct 12 2026 05:10PM EDT
Transaction ID 81013939
Case No. 2024-0860-JTL

EXHIBIT C

Kahn Swick & Foti, LLC & Wolf Popper LLP Announce Proposed Settlement of Cl Action on Behalf of Former Owners of Eargo, Inc. Common Stock Who Were Cashed Out in the Merger

New Orleans, Louisiana [---], 2026/PRNewswire

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

TO: ALL PERSONS AND ENTITIES WHO BOTH (I) ARE 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 $2.55 IN CASH MERGER CONSIDERATION IN CONNECTION WITH THE FEBRUARY 16, 2024 MERGER, PURSUANT TO WHICH PATIENT SQUARE CAPITAL, L.P. ACQUIRED THE COMMON STOCK SHARES OF EARGO THAT IT DID NOT ALREADY OWN.

The purpose of this Notice is to inform you of the Settlement reached in connection with the putative stockholder class action lawsuit captioned *In re Eargo, Inc., Stockholder Litigation*, pending in the Court of Chancery of the State of Delaware, C.A. No. 2024-0860-JTL (the "Action"), and the hearing to be held by the Court of Chancery (the "Court") in connection with the proposed Settlement.

The hearing will be held by the Court at the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by videoconference such as Zoom (in the discretion of the Court), on _____, 2026, at __ _.m. (the "Settlement Hearing") for the purposes of determining, among other things:

(a) 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) whether Plaintiffs may be finally appointed as Class Representatives, whether Kahn Swick & Foti, LLC and Wolf Popper LLP may be finally appointed as Class Counsel, whether Cooch and Taylor, P.A. may be finally appointed as Delaware counsel to the Class, and whether Plaintiffs and Class Counsel have adequately represented the interests of the Class;

(c) 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) whether the Order and Final Judgment should be entered dismissing the Action against Defendants with prejudice and releasing all Released Plaintiffs' Claims against Defendants and the Released Defendant Parties;

(e) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and

(f) whether the Fee and Expense Application by Class Counsel for an award of attorneys' fees and expenses for Plaintiffs' Counsel in an amount not to exceed 25% of the Settlement Fund, including incentive awards to Plaintiffs in an amount not to exceed $10,000 per Plaintiff, should be approved; and

(g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or the application for an award of attorneys' fees and expenses.[1]

IF YOU ARE A FORMER RECORD HOLDER OR BENEFICIAL HOLDER OF EARGO, INC. COMMON STOCK WHOSE SHARES WERE EXCHANGED FOR THE MERGER CONSIDERATION IN CONNECTION WITH THE MERGER, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION, INCLUDING THE

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

RELEASE AND EXTINGUISHMENT OF CLAIMS YOU MAY POSSESS RELATING TO YOUR OWNERSHIP OF EARGO COMMON STOCK. If you have not received a detailed Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear ("Notice"), you may obtain copies on the Internet at the Settlement Website, www._____.com, or by writing to the Settlement Administrator, A.B. Data LLC.

Any Class Member who objects to the proposed Settlement, Plan of Allocation, and/or Class Counsel's Fee and Expense Application for a Fee and Expense Award ("Objector"), or who otherwise wishes to be heard, may appear in person or by such Class Member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Objector shall be heard or entitled to contest the approval of the proposed Settlement, Plan of Allocation, and/or Fee and Expense Award unless, not later than _____, 2026, (fourteen (14) calendar days prior to the Settlement Hearing), such Objector files with the 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, and serves upon counsel (listed below) a written objection ("Objection") such that the objection is received by the Register in Chancery and counsel listed below by _____, 2026.

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

Class Counsel

WOLF POPPER LLP
Carl L. Stine
Joshua W. Ruthizer

ROPES & GRAY LLP
Daniel V. McCaughey
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
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Charles D. Zagnoli
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Emer C. Burke
845 Third Avenue
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Class Counsel

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

Attorneys for Defendants Patient Square Capital, L.P. & Justin Sabet-Peyman

Any Objection 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 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.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Kahn Swick & Foti, LLC or Wolf Popper LLP, at the contact information listed above.

Dated: _____, 2026

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

SOURCE Kahn Swick & Foti, LLC and Wolf Popper LLP

EXHIBIT D

EFiled: Oct 12 2026 05:10PM EDT
Transaction ID 81013939
Case No. 2024-0860-JTL

Court-Ordered Legal Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear

Court of Chancery of the State of Delaware ("Court")

In re Eargo, Inc. Stockholder Litig., C.A. No. 2024-0860-JTL ("Action")

Important Legal Notice Authorized by the Court about a Stockholder Class Action. *This Postcard Notice may affect your legal rights. Please read it carefully.*

This Postcard Notice is directed to former record holders and beneficial owners of Eargo, Inc. ("Eargo" or the "Company") common stock who had their Eargo shares exchanged for $2.55 per share in cash in connection with the February 16, 2024 merger pursuant to which Patient Square Capital, L.P. acquired the common stock shares of Eargo that it did not already own (the "Merger").

Capitalized terms used in this Postcard Notice that are not otherwise defined are defined in the Amended Stipulation of Settlement, available at [INSERT WEBSITE ADDRESS]

Notice to Persons or Entities Holding Record Ownership on Behalf of Others. Brokerage firms, banks, or other persons or entities that hold or held shares of Eargo common stock on behalf of beneficial owners are requested to promptly send this Postcard Notice to all of their respective beneficial owners of Eargo common stock. If additional copies of the Postcard Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to the Settlement Administrator at the address on the front of this Postcard Notice. You may be entitled to reimbursement for your actual costs.

174990897_2

Eargo Stockholder Settlement
c/o [INSERT Administrator]
[INSERT Administrator Address]
[INSERT Administrator Phone Number]
[INSERT Website address]
Email: [INSERT]

NOTICE NUMBER
NoticeID

Postal Service: Please Do Not Mark or Cover Barcode

[NAME1]
[ADDR1]
[CITY] [ST] [ZIP]
[COUNTRY]

The Parties to the above-captioned Action have, following arms'-length negotiations facilitated by an independent mediator, reached a proposed settlement of the Action ("Settlement") on the terms and conditions set forth in the Amended Stipulation and Agreement of Settlement, Compromise, and Release dated October 8, 2026 ("Stipulation"). This Postcard Notice advises Eargo stockholders of information about the Action and the proposed Settlement. The Stipulation and long-form Notice are available for download from [website address] ("Settlement Website"), or by contacting the Settlement Administrator at the contact information on the front of this Postcard Notice.

What Is The Case About? Plaintiffs allege that Defendants Patient Square Capital, L.P. and Justin Sabet-Peyman breached their fiduciary duties to Eargo's minority stockholders by effectuating the Merger at an unfair price and through an unfair process. Defendants deny all allegations of wrongdoing and liability in the Complaint.

Why Did I Receive This Postcard Notice? If you both (i) are a former holder 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 your Eargo shares exchanged for $2.55 in cash merger consideration in connection with the February 16, 2024 Merger, then you may be a Class Member and your legal rights may be impacted by the proposed Settlement. The Defendants and other Excluded Persons (as defined in the Stipulation) are excluded from the Class. The Class has been certified, for purposes of the Settlement only, as a non-opt out class pursuant to Court Rules 23(a) and 23(b)(1). This means you do not have the right to exclude yourself from the Class or the Settlement, and, if the Settlement is approved, you will be bound by the Judgment entered in the Action whether or not you receive a payment.

Whose Claims Are Being Resolved In The Proposed Settlement? The proposed Settlement resolves all claims that Plaintiffs and the proposed Class may bring against any of the Defendants arising out the Merger (the "Released Plaintiffs' Claims"). That means that if the Court approves the proposed Settlement, no Class Member may assert any of the Released Plaintiffs' Claims against any of Released Defendant Parties in any other action.

What Is The Proposed Settlement? In exchange for the Class's release of the Released Plaintiffs' Claims, Defendants have agreed to pay, or cause their insurers to pay, $7 million dollars (the "Settlement Amount"). The Net Settlement Fund, which is the Settlement Amount, plus interest earned thereon (the "Settlement Fund"), minus Notice and Administration Expenses, Taxes and Tax Expenses, and any Court-Approved Fee and Expense Award, shall be distributed to Class Members pursuant to the Plan of Allocation approved by the Court. For all details of the Settlement and the release, read the Stipulation and long-form Notice, available at the Settlement Website.

What is the Fee and Expense Application? Class Counsel intends to make a Fee and Expense Application to the Court requesting that the Court approve a Fee and Expense Award of no more than 25% of the Settlement Amount. The Fee and Expense Application will include all costs and expenses incurred by Plaintiffs' Counsel and any service or incentive award to Plaintiffs awarded by the Court, which shall not exceed $10,000 per Plaintiff.

When And Where Will The Court Decide Whether To Approve The Settlement? A Settlement Hearing will be held by the Court on _____, 2026, at __ _.m., at the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by videoconference such as Zoom (in the discretion of the Court) to determine, among other things, whether the proposed Settlement on the terms set forth in the Stipulation should be finally approved as fair, reasonable, and adequate to the Class, and whether to grant the Fee and Expense Award. Any objections must be filed with the Register in Chancery and delivered to counsel for the parties such that they are received no later than _____, 2026, in accordance with the instructions in the long-form Notice. The Court may change the date or time of the Settlement Hearing without further notice. Please check the Settlement Website for any changes to the Settlement Hearing.

How Will Class Members Receive Payment From The Settlement? If the Settlement is approved by the Court and the Effective Date (as defined in the Stipulation) occurs, the Net Settlement Fund will be distributed to Settlement Class Members on a *pro rata* basis. Class Members do not need to submit a claim form to receive payment. Please refer to the long-form Notice and Stipulation for more detailed information regarding the Settlement Payment.

Whom Should I Contact If I Have Questions? You may contact the Settlement Administrator at the contact information on the front of this Postcard Notice or Plaintiffs' Counsel, as listed on the long-form Notice and Settlement Website. **Do Not Call or Write the Court or the Clerk of the Court Regarding this Notice.**

EXHIBIT E

EFiled: Oct 12 2026 05:10PM EDT
Transaction ID 81013939
Case No. 2024-0860-JTL

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

AMENDED [PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, styled *In re Eargo, Inc., Stockholder Litigation*, C.A. No. 2024-0860-JTL (the "Action");

WHEREAS, an Amended Stipulation and Agreement of Settlement, Compromise, and Release dated as of October 12, 2026 (together with all Exhibits thereto) (the "Stipulation") has been entered into by and between plaintiffs Donald W. Hansen and Kevin Loudy (collectively, "Plaintiffs"), on the one hand, and Patient Square Capital, L.P. ("Patient Square") and Justin Sabet-Peyman (collectively, "Defendants," and, together with Plaintiffs on behalf of themselves and the putative Class, the "Settling Parties"), on the other;

WHEREAS, the Stipulation sets forth the terms and conditions for the proposed settlement and for dismissal with prejudice of the Action as against Defendants and the release of all Released Claims against Defendants and the Released Defendant Parties upon the terms and conditions set forth in the Stipulation, subject to the approval of the Court (the "Settlement"); and

WHEREAS, the Settling Parties have consented and submitted to the jurisdiction of this Court in connection with the Settlement;

WHEREAS, by Order dated _____, 2026 (the "Scheduling Order"), this Court: (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____ (the "Settlement Hearing") to consider, among other things: (i) whether the Class (defined below) should be permanently certified by the Court; (ii) whether Plaintiffs would be finally appointed as Class Representatives and their Counsel finally appointed as Class Counsel, and whether Plaintiffs and Class Counsel had adequately represented the interests of the Class; (iii) whether the terms and conditions of the Settlement were fair, reasonable, and adequate to the Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Released Plaintiffs' Claims against Defendants and the Released Defendant Parties; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the Fee and Expense Application should be approved;

WHEREAS, it appearing that due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Application; the attorneys for the respective Settling Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court; and

WHEREAS, the Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the proposed Settlement, all oral and written comments regarding the proposed Settlement, and the benefits of the proposed Settlement, with good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates by reference the definitions in the Stipulation for purposes of this Judgment, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over the Settling Parties and each of the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

3. The mailing of the Postcard Notice (substantially in the form attached as Exhibit D to the Stipulation), publication of the Summary Notice (substantially in the form attached as Exhibit C to the Stipulation), and publication of the Settlement Website (which included, among other thing, a downloadable copy of the Notice substantially in the form attached as Exhibit B to the Stipulation), pursuant to and in the manner prescribed in the Scheduling Order, is hereby determined to be the best notice practicable under the circumstances and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally certifies, for purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1), on behalf of the following class (the "Class"):

> the non-opt out class 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.

> Excluded from the Class are those "Excluded Persons," meaning (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 the 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.

5. For purposes of the Settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a) and 23(b)(1) has been met in that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Class Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class

Members; and (f) Defendants are alleged to have engaged in conduct generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

6. The Court hereby finally appoints Plaintiffs Donald W. Hansen and Kevin Loudy as Class Representatives for the Class and finally appoints Kahn Swick & Foti, LLC and Wolf Popper LLP, as Class Counsel, and Cooch and Taylor, P.A. as Delaware counsel to the Class. The Court finds that Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

7. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

8. The Court finds that the Settlement is the result of good faith, arm's-length negotiations between experienced counsel, and with the assistance of an experienced mediator, fairly and adequately representing the interests of the respective Settling Parties.

9. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and the Settling Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation. There is no just reason to delay the entry of this Final

Judgment as a final judgment in the Action and thus, the Register of Chancery is directed to enter and docket this Judgment dismissing with prejudice the Action.

10. The terms of the Stipulation and of this Judgment shall be binding upon and inure to the benefit of the Settling Parties and the Released Defendant Parties.

11. As of the Effective Date, as set forth in the Stipulation, Plaintiffs and all Class Members, on behalf of themselves and their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, shall thereupon fully, finally, and forever release, settle, and discharge the Released Defendants' Parties from and with respect to every one of the Released Plaintiffs' Claims on the terms set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendants' Parties.

12. As of the Effective Date, the Defendants shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiffs' Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon

be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against the Released Plaintiffs' Parties.

13. Plaintiffs' Counsel is hereby awarded a Fee and Expense Award in the sum of $ _____, inclusive of an incentive award of $_____ for each of the Plaintiffs, which sum the Court finds to be fair and reasonable. The incentive awards shall be paid solely out of the Fee and Expense Award.

14. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity. Therefore, the Plan of Allocation is hereby approved. When ready, Class Counsel are hereby authorized to direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members in accordance with the Plan of Allocation stated in the Notice, without further order of this Court.

15. The binding effect of this Judgment, the enforceability of the Stipulation, the occurrence of the Effective Date, and the obligations of the Settling Parties under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to the Plan of Allocation.

16. The Settling Parties and all Class Members shall be and are deemed bound by the Stipulation and this Judgment. This Judgment, including the release of all Released Plaintiffs' Claims against all the Released Defendant Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Defendant Parties.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Settling Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Term Sheet on June 30, 2026, and they shall proceed in all respects as if the Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Settlement, Term Sheet, or the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials

created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery.

18. Neither the Term Sheet, the Stipulation, nor the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Settling Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each Settling Party. Neither the Term Sheet, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of Defendants or the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against

any of Defendants or the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of Defendants or the Released Defendant Parties or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

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

20. Without further order of the Court, the Settling Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Judgment.

21. Without affecting the finality of this Judgment in any way, the Court reserves jurisdiction over the Settling Parties for all matters relating to the administration, implementation, interpretation, enforcement, and consummation of the Settlement.

22. All claims asserted in the Action against Defendants are hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses. As between Plaintiffs and Defendants, the Settling Parties are to bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and in this Final Judgment.

Dated: _____

_____
Vice Chancellor J. Travis Laster