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Case No. 2024-0860-JTL

N 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

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: J Travis Laster

File & Serve Transaction ID: 81013939

Current Date: Oct 14, 2026

Case Number: 2024-0860-JTL

Case Name: IN RE EARGO, INC., STOCKHOLDER LITIGATION

Court Authorizer: J Travis Laster

Court Authorizer Comments:

The settlement hearing will take place on Friday, January 8, 2027, at 1:30 p.m.

/s/ Judge J Travis Laster