

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

IN RE EVOLV TECHNOLOGIES HOLDINGS INC.  
SECURITIES LITIGATION

Civil Action No. 1:24-cv-10761-ADB

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF  
SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT  
FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF  
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”)<sup>1</sup> pending in the United States District Court for the District of Massachusetts (the “Court”), if you purchased and/or otherwise acquired the publicly traded common stock of Evolv Technologies Holdings, Inc. (“Evolv” or the “Company”) f/k/a NewHold Investment Corp. (“NHIC”) between June 28, 2021 and October 25, 2024, both dates inclusive (the “Settlement Class Period”), and/or purchased or otherwise acquired Evolv common stock pursuant to Evolv’s Registration Statement,<sup>2</sup> and who were damaged thereby.

**RELEVANT SECURITIES:** Please be further advised that securities at issue in this litigation are: (i) Evolv Technologies, Inc. securities that were converted into Evolv common stock (ticker symbol “EVLV”) as part of the Business Combination; (ii) publicly traded Evolv common stock that was purchased or otherwise acquired during the period from June 28, 2021 through October 25, 2024, inclusive, which includes (a) publicly traded Evolv common stock (ticker symbol “NHIC”) that was purchased or acquired from after the opening of trading on June 28, 2021, through and including the close of trading on July 16, 2021, and (b) publicly traded Evolv common stock (ticker symbol “EVLV”) that was purchased or acquired after the opening of trading on July 19, 2021, through and including the close of trading on October 25, 2024; and (iii) NewHold Investment Corp. units (ticker symbol “NHICU”) that were purchased or acquired from after the opening of trading on June 28, 2021, through and including the close of trading on July 16, 2021, solely with respect to the common stock component of such units and not with respect to any warrants included in those units.

**NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed lead plaintiff Robert Falk (“Lead Plaintiff”) and named plaintiffs Chris Williams, Tim R. Carrillo and Chris Swanson (collectively, with Lead Plaintiff, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 25 below), have reached a proposed settlement of the Action for \$15,000,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact any Defendants in the Action or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 101 below).**

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated April 13, 2026 (the “Stipulation”), which is available at [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com).

<sup>2</sup> “Registration Statement” means, collectively, the Company’s registration statement and prospectus issued in connection with the July 2021 business combination pursuant to which Evolv Technologies, Inc. d/b/a Evolv Technology, Inc. (“Evolv Technology”) became a wholly owned subsidiary of NHIC, which was renamed Evolv (the “Business Combination”). Prior to the Business Combination, NHIC’s common stock, warrants, and units (each consisting of one share and one-half of a warrant) were listed on the Nasdaq Capital Market under the ticker symbols “NHIC,” “NHICW,” and “NHICU.” Following the closing of the Business Combination, Evolv common stock and warrants began trading on the Nasdaq under the ticker symbols “EVLV” and “EVLVW,” and Evolv units (ticker symbol “EVLVU”) were listed for a limited period. Transactions in Evolv units were settled in the underlying Evolv common stock and warrants, and trading in Evolv units was halted on August 24, 2021, with no trades permitted or occurring thereafter. As used herein, “Evolv common stock” means the publicly traded Class A common stock of Evolv, including shares traded under the ticker symbol “NHIC” prior to the Business Combination and “EVLV” following the Business Combination; “Evolv warrants” means the publicly traded warrants of Evolv, including warrants traded under the ticker symbol “NHICW” prior to the Business Combination and “EVLVW” following the Business Combination; and “NHIC units” means the publicly traded units of NewHold Investment Corp. traded under the ticker symbol “NHICU” prior to the Business Combination.

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Evolv, and defendants Peter George, Mark Donohue, Mario Ramos, Kevin Charlton, Thomas J. Sullivan, Charles Goldman, Charles Baynes-Reid, Adam Deutsch, Marc Saiontz, Kathleen Harris, Brian Mathis, Neil Glat, and Sezaneh Taherian (collectively, “Individual Defendants”; and together with Evolv, “Defendants”) violated the federal securities laws by disseminating materially false and misleading information to the investing public about the effectiveness of Evolv Express, the Company’s use of extra-contractual terms and conditions in certain arrangements with customers and channel partners, and its financial metrics and compliance with generally accepted accounting principles (“GAAP”). A more detailed description of the Action is set forth in paragraphs 11-24 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 25 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$15,000,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth in paragraphs 55-83 below.

3. **Estimate of Average Amount of Recovery Per Share of Evolv Common Stock:** Assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible share of Evolv common stock is \$0.14. Settlement Class Members should note, however, that the foregoing average recovery per share of Evolv common stock is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased and/or sold their Evolv common stock, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* paragraphs 55-83 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share of Evolv Common Stock:** Plaintiffs and Defendants (the “Parties”) do not agree on the average amount of damages per share of Evolv common stock that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Court-appointed lead counsel, Glancy Prongay Wolke & Rotter LLP (f/n/a Glancy Prongay & Murray LLP) (“Lead Counsel”), which has been prosecuting the Action on a wholly contingent basis since its appointment as Lead Counsel in 2024, liaison counsel Andrews DeValerio LLP, and additional counsel for Plaintiffs, The Law Offices of Frank R. Cruz (together with Lead Counsel, “Plaintiffs’ Counsel”), have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33⅓% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$190,000 (consisting of actual expenses of up to \$155,000 for litigating the case and negotiating the Settlement, and reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$35,000). Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of Evolv common stock, if the Court approves Lead Counsel’s fee and expense application, is \$0.09 per share.

6. **Identification of Attorneys’ Representative:** Plaintiffs and the Settlement Class are represented by Casey E. Sadler, Esq. of Glancy Prongay Wolke & Rotter LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (310) 201-9150, settlements@glancylaw.com.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

## YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

<p><b>SUBMIT A CLAIM FORM POSTMARKED OR ONLINE NO LATER THAN AUGUST 12, 2026 TO:</b></p> <p><i>Evolv Tech. Holdings Securities Litigation</i> c/o Epiq P.O. Box 5598 Portland, OR 97228-5598</p> <p><b>or</b></p> <p><b>www.EvolvTechSecuritiesSettlement.com</b></p>	<p>This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 38 below) that you have against Defendants and the other Released Defendants' Parties (defined in ¶ 39 below), so it is in your interest to submit a Claim Form. For more information on submitting a Claim Form, please see ¶ 44.</p>
<p><b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2026.</b></p>	<p>If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defendants' Parties concerning the Released Plaintiffs' Claims.</p>
<p><b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2026.</b></p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.</p>
<p><b>GO TO A HEARING ON SEPTEMBER 24, 2026 AT 1:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 3, 2026.</b></p>	<p>Submitting a written objection and notice of intention to appear by <b>September 3, 2026</b>, allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. 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.</p>
<p><b>DO NOTHING.</b></p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.</p>

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### **WHY DID I GET THE POSTCARD NOTICE?**

8. The Court directed that the Postcard Notice be mailed and/or emailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased and/or acquired Evolv common stock during the Settlement Class Period, and/or pursuant to the Business Combination. The Court also directed that this Notice be posted online at [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com) and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement 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 this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraphs 89-90 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

### **WHAT IS THIS CASE ABOUT?**

11. This litigation is about allegedly false and misleading statements made by Defendants concerning the effectiveness of the Company's flagship product, Evolv Express; the Company's use of extra-contractual terms and conditions in certain arrangements with customers and channel partners; the Company's financial metrics; and the Company's compliance with GAAP. Defendants have denied and continue to deny Plaintiffs' allegations and claims, including with respect to these alleged misstatements.

12. On March 25, 2024, a putative class action complaint was filed by plaintiff Gerald Raby in the Court, styled *Raby v Evolv Technologies Holdings, Inc., et al.*, Case No. 1:24-cv-10761.

13. By order dated September 20, 2024, the Court appointed Robert Falk to serve as Lead Plaintiff and approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP (n/k/a Glancy Prongay Wolke & Rotter LLP) as Lead Counsel and Andrews DeValerio LLP as Liaison Counsel.

14. On November 20, 2024, Lead Plaintiff filed and served the Amended Class Action Complaint for Violations of the Federal Securities Laws (the "First Amended Complaint") asserting claims against: (i) defendants Kevin Charlton, Thomas J. Sullivan, Charles Goldman, Charles Baynes-Reid, Adam Deutsch, Marc Saiontz, Kathleen Harris, Brian Mathis, Neil Glat, and Sezaneh Taherian (collectively, "Securities Act Individual Defendants"), and Evolv, under Section 11 of the Securities Act of 1933 (the "Securities Act"); (ii) the Securities Act Individual Defendants under Section 15 of the Securities Act; (iii) defendants Peter George, Mark Donohue, Mario Ramos, and Kevin Charlton (collectively, "Exchange Act Individual Defendants"), and Evolv, under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder; and (iv) the Exchange Act Individual Defendants under Section 20(a) of the Exchange Act. ECF No. 64. Among other things, the First Amended Complaint alleged that Defendants materially misled investors regarding the effectiveness of the Company's flagship product, Evolv Express, failed to disclose the Company's use of extra-contractual terms and conditions in certain

arrangements with customers and channel partners, and thereby misled investors about its financial metrics and compliance with generally accepted accounting principles (“GAAP”). The First Amended Complaint further alleged that the prices of Evolv’s publicly traded Class A common stock were artificially inflated during the class period as a result of Defendants’ allegedly false and misleading statements and declined when the truth was revealed. Defendants deny those allegations and claims.

15. By order dated December 13, 2024, the Court consolidated *Buchan v. Evolv Technologies Holdings, Inc. et al.*, Case No. 1:24-cv-12768 and *Raby v. Evolv Technologies Holdings, Inc., et al.*, Case No. 1:24-cv-10761, and recaptioned the consolidated action as *In re Evolv Technologies Holdings, Inc. Securities Litigation*, Case No. 1:24-cv-10761.

16. On January 27, 2025, Plaintiffs filed and served the Second Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint” or “SAC”). ECF No. 84. Like the First Amended Complaint, the Complaint alleged, among other things, Defendants materially misled investors regarding the effectiveness of Evolv Express, failed to disclose the Company’s use of extra-contractual terms in certain arrangements with customers and channel partners, and misled investors about its financial metrics and compliance with GAAP. The Complaint also included new allegations based on the Federal Trade Commission’s resolution of its inquiry into certain of Evolv’s marketing practices. In addition, Plaintiffs alleged that, as a result of the material misrepresentations and omissions, the price of Evolv’s publicly traded common stock was artificially inflated during the class period, and declined when the truth was revealed.

17. The SAC asserted claims against: (i) the Securities Act Individual Defendants and Evolv under Section 11 of the Securities Act; (ii) the Securities Act Individual Defendants under Section 15 of the Securities Act; (iii) the Exchange Act Individual Defendants and Evolv under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder; and (iv) the Exchange Act Individual Defendants under Section 20(a) of the Exchange Act.

18. On March 28, 2025, Defendants filed a motion to dismiss the SAC and a Request for Judicial Notice in Support of Defendants’ Motion to Dismiss. That same day Defendant Peter George filed a separate motion to dismiss the Complaint. On June 24, 2025, Plaintiffs filed their papers in opposition to both motions to dismiss and the Request for Judicial Notice.

19. On August 5, 2025, Plaintiffs’ Counsel and Defendants’ Counsel participated in a full-day, in-person mediation session with their agreed mediator, Jed D. Melnick, Esq., of JAMS (the “Mediator”). In advance of that session, the Parties exchanged, and provided to the Mediator, detailed mediation statements and exhibits, which addressed the issues of both liability and damages. The session ended with an agreement in principle to resolve the Action for a payment of \$15,000,000 for the benefit of the Settlement Class.

20. After further negotiations between the Parties, the agreement in principle to settle the Action was memorialized in a term sheet dated August 11, 2025 (the “Term Sheet”). The Term Sheet provided, among other things, that Defendants would provide Plaintiffs certain discovery to enable Plaintiffs to further evaluate the fairness, reasonableness, and adequacy of the Parties’ agreement in principle. The Term Sheet also set forth a process for Plaintiffs to withdraw from the Settlement in the event Plaintiffs reasonably believed that the discovery rendered the proposed Settlement unlikely to be approved by the Court as fair, reasonable, and adequate.

21. On September 19, 2025, the Parties entered into a stipulation providing for confidential treatment of the discovery materials produced by Defendants. From September 24, 2025 to November 4, 2025, Defendants produced over 8,800 documents, consisting of approximately 121,000 pages of documents, concerning the matters at issue in the Complaint. On March 3, 2026, Defendants made available for interviews with Lead Counsel a senior Evolv employee, as well as an employee of the financial firm AlixPartners (a management consulting company) who assisted in the restatement at issue in this Action. After evaluating the discovery produced, Plaintiffs’ Counsel concluded that it supported the fairness, reasonableness, and adequacy of the Settlement.

22. Based on the investigation and mediation of the case and Plaintiffs’ direct oversight of the prosecution of this matter and with the advice of their counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things: (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

23. Defendants are entering into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Released Defendants’ Parties (defined in ¶ 39 below), with respect to any claim or allegation of any fault

or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

24. On April 16, 2026, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

25. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities that purchased and/or otherwise acquired the publicly traded common stock of Evolv Technologies Holdings, Inc. f/k/a NewHold Investment Corp. between June 28, 2021 and October 25, 2024, both dates inclusive, and/or purchased or otherwise acquired Evolv common stock pursuant to Evolv's Registration Statement, and who were damaged thereby.

Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable losses; and (b)(i) Defendants; (ii) any person who served as a partner, control person, officer, and/or director of Evolv or NHIC during the Settlement Class Period, and their Immediate Family members; (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Evolv or NHIC; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or their Immediate Family member(s); (vi) Defendants' liability insurance carriers; and (vii) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court (see "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself;" on page 15 below).

**PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

**If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com) or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked or received no later than August 12, 2026.**

**WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?**

26. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, many offsetting factors such as the expense and length of the continued litigation necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. For instance, as discussed above, Plaintiffs alleged that Defendants made material omissions and misleading statements about the effectiveness of Evolv Express, and the Company's use of extra-contractual terms and conditions in violation of GAAP. Defendants argued in their motion to dismiss the Second Amended Complaint, and would likely continue to argue, that, among other things: (i) their challenged statements were not actionable as they were neither materially false nor misleading; (ii) the alleged disclosures did not reveal newly disclosed facts; (iii) they did not act with intent to mislead investors; and (iv) the declines in Evolv's stock price were not caused by any revelation of fraud or materialization of any concealed risk. When the Parties agreed to the Settlement, Defendants' motions to dismiss remained under consideration by the Court, and the Defendants' motion remains capable of being renewed. Motions to dismiss filed in securities class actions are often granted in whole or in part, and a ruling in Defendants' favor on any of their arguments could have significantly reduced, or altogether eliminated, Defendants' potential liability in the Action.

27. If the motions to dismiss were renewed and Plaintiffs prevailed over Defendants' motions, they would then have to obtain information in discovery to prove their claims, and Defendants would have likely challenged the sufficiency of Plaintiffs' evidence in a motion for summary judgment and at trial. Specifically, Plaintiffs would have to prove each of the following elements: (i) falsity (*i.e.*, that the Defendants made false statements); (ii) materiality (that the Defendants made false statements about a material fact); (iii) scienter (that there was a strong, or cogent inference that the Defendants made such materially false statements on purpose, or recklessly); (iv) loss causation (that the Defendants' materially false statements proximately caused the decline in Evolv's stock price); and (v) damages. Defendants need only negate one element for Plaintiffs and the class to lose, and each element had risks.

28. In addition to proving liability and damages, Plaintiffs would have to show that the Action was entitled to proceed as a class action. While Lead Counsel believes that class certification in the Action is warranted, Defendants likely would have contested this issue as well, for example by arguing that their challenged statements were too general to impact Evolv's stock price. Even if the hurdles to establishing liability and class certification were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Defendants argued, and would likely continue to argue, that Plaintiffs could not show that investors' losses were caused by the revelation of any previously concealed information, as opposed to other factors.

29. In addition, even if, years in the future, Plaintiffs prevailed through trial and appeals to obtain a judgment against Defendants, Lead Counsel believe their ability to collect on that judgment would not be certain. While Evolv has insurance policies that may contribute to payment of a judgment, the amounts available would be continually reduced by Defendants' expenses from the ongoing litigation of the Action, after Defendants' payment of any applicable deductibles.

30. Simply put, if the litigation were to continue, Plaintiffs would need to prevail on multiple elements, and at several stages—the pending motion to dismiss, motions for class certification and summary judgment, and at trial—in order to recover anything. And if Plaintiffs prevailed at all those stages, they would likely face appeals. Thus, there were very significant risks attendant to the continued prosecution of the Action, and even if Plaintiffs prevailed, it would be several years in the future.

31. In light of these risks and other considerations, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$15,000,000 in cash, (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

32. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

#### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

33. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

#### **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

34. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," on page 16 below.

35. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," on page 15 below.

36. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 16 below.

37. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and all the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs’ Claims (as defined in ¶ 38 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever released each and every Released Plaintiffs’ Claim against the Defendants and the other Released Defendants’ Parties (as defined in ¶ 39 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims.

38. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Second Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”); or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters, events or occurrences, representations or omissions set forth, or referred to, in the Complaint and that relate to the purchase or acquisition of publicly traded Evolv common stock during the Settlement Class Period. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any derivative claims, including those asserted in the following actions: (a) *In re Evolv Technologies Holdings, Inc. Stockholder Derivative Litigation*, Case No. 1:24-cv-12822-ADB (D. Mass. 2024), (b) *Steve Bersch v. Peter George, et al.*, Case No. 2025-0266-MTZ (Del. Ch. 2025), (c) *Patrick v. Charlton, et al.*, Case No. 2025-1121-MTZ (Del. Ch. 2025), and (d) derivative claims by the following shareholder who has made demands upon Evolv and/or books and records requests—Nicholas R. Ingrao; and (iii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

39. “Released Defendants’ Parties” means (i) Defendants; (ii) the Immediate Family members of the Individual Defendants; (iii) any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or his or her Immediate Family members; (iv) for any of the entities listed in parts (i) through (iii), their respective past and present general partners, limited partners, principals, controlling shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, divisions, assigns, heirs, executors, and any controlling person thereof; and (v) any entity in which a Defendant has a controlling interest; all in their capacities as such.

40. “Unknown Claims” means any Released Plaintiffs’ Claims which Plaintiffs, any other Settlement Class Member, or any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant, or any other person or entity legally entitled to bring Released Defendants’ Claims on behalf of the Defendants in such capacity only, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants acknowledge, and each of the other releasing parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

41. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Defendants’ Claims (as defined in ¶ 42 below) on behalf of the respective Defendant in such capacity only, shall be deemed to have, and

by operation of law and of the judgment shall have, fully, finally and forever released each and every Released Defendants' Claim against Plaintiffs and the other Released Plaintiffs' Parties (as defined in ¶ 43 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Released Plaintiffs' Parties.

42. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, rule, or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

43. "Released Plaintiffs' Parties" means (i) Plaintiffs, all Settlement Class members, any other plaintiffs in the Action, Lead Counsel, any other counsel for plaintiffs in the Action, and (ii) each of their respective family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assignees, heirs, executors, and any controlling person thereof; all in their capacities as such.

### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

44. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form to the Claims Administrator by first-class mail to:

***Evolv Tech. Holdings Securities Litigation***  
**c/o Epiq**  
**P.O. Box 5598**  
**Portland, OR 97228-5598**

**OR SUBMIT THE CLAIM FORM ONLINE at [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com).** The completed Claim Form must include adequate supporting documentation and must be **postmarked or received no later than August 12, 2026**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-877-313-9874. Please retain all records of your ownership of and transactions in Evolv securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

### HOW MUCH WILL MY PAYMENT BE?

45. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

46. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid fifteen million dollars (\$15,000,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

47. 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.

48. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

49. Approval of the 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.

50. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or received on or before August 12, 2026 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 38 above) against the Released Defendants' Parties (as defined in ¶ 39 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Released Defendants' Parties whether or not such Settlement Class Member submits a Claim Form.

51. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in Evolv common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those securities that they themselves purchased or acquired outside of the ERISA Plan. ERISA Plan administrators are responsible for and may file a claim on behalf of an ERISA Plan; plan participants may not separately file a claim for the same securities. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

52. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

53. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

54. Only Settlement Class Members, *i.e.*, persons and entities that purchased and/or otherwise acquired publicly traded Evolv common stock during the Settlement Class Period and were damaged as a result of the alleged fraud, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is publicly traded Evolv common stock.

### **PROPOSED PLAN OF ALLOCATION**

55. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are intended solely as a method to weigh the claims of Authorized Claimants against one another for the purpose of making a *pro rata* allocation of the Net Settlement Fund.

56. The Action asserts claims under the Securities Exchange Act of 1934 (the "Exchange Act") arising from purchases and/or acquisitions of Evolv common stock during the period from June 28, 2021 through October 25, 2024, both dates inclusive. The Action also asserts claims under the Securities Act of 1933 (the "Securities Act") relating to Evolv common stock purchased or otherwise acquired pursuant to, or traceable to, the Registration Statement filed in connection with the Business Combination.

57. For purposes of the Exchange Act claims, Evolv common stock (ticker symbol "EVLV") issued in the Business Combination to holders of Evolv Technologies, Inc. securities, shall each be treated as a purchase of Evolv common stock at a purchase price of \$10.50 per share solely for purposes of the calculations under the Plan of Allocation.<sup>3</sup>

<sup>3</sup> Evolv common stock received in the Business Combination in exchange for NHIC Class A common stock (ticker symbol "NHIC") shall not constitute a purchase of Evolv common stock for purposes of the Plan of Allocation. Any recovery with respect to such shares shall be based solely on the original purchase of the corresponding NHIC common stock, which shall be eligible for recovery only if purchased during the Settlement Class Period, using the original purchase date and purchase price of the NHIC common stock.

58. For purposes of the Securities Act claims, *only* Evolv common stock (ticker symbol “EVLV”) issued in the Business Combination to holders of Evolv Technologies, Inc. securities shall be deemed purchased pursuant to or traceable to the Registration Statement, and such shares shall be deemed to have been purchased at a price of \$10.50 per share solely for purposes of the calculations under the Plan of Allocation.<sup>4</sup> For the avoidance of doubt, Evolv common stock received in the Business Combination in exchange for NHIC securities, including NHIC Class A common stock or NHIC units, shall not be deemed purchased pursuant to or traceable to the Registration Statement and shall not be eligible to recover on the Securities Act claims.

59. Recognized Loss Amounts under the Exchange Act will be calculated as described below in the section titled “Calculation of Recognized Loss Amounts Under the Exchange Act.” Recognized Loss Amounts under the Securities Act will be calculated as described below in the section titled “Calculation of Recognized Loss Amounts Under the Securities Act.”

60. For Evolv common stock that is eligible for a recovery under both the Exchange Act and the Securities Act, the Recognized Loss Amount will be equal to *the greater of*: (i) the Recognized Loss Amount calculated under the Exchange Act; or (ii) the Recognized Loss Amount calculated under the Securities Act.

61. With respect to Securities Act claims, the Recognized Loss Amount will generally be calculated in accordance with the statutory measure of damages. For shares sold before the Securities Act claims were first alleged in this Action, the Recognized Loss Amount is the difference between the purchase or acquisition price (not to exceed the value of the shares at the consummation of the Business Combination) and the sale price. For shares held or sold on or after the date the Securities Act claims were first alleged, the Recognized Loss Amount is the difference between the purchase or acquisition price (not to exceed the value of the shares at the consummation of the Business Combination) and the value of the stock at the time the claims were first alleged.

62. With respect to Exchange Act claims, the Recognized Loss Amounts are based primarily on the price declines observed over the period during which Plaintiffs allege corrective information was entering the marketplace. In this case, Plaintiffs allege that Defendants made false statements and omitted material facts during the Settlement Class Period (*i.e.*, June 28, 2021 through October 25, 2024, both dates inclusive) which had the effect of artificially inflating the price of Evolv common stock. The estimated alleged artificial inflation in the price of Evolv common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Evolv common stock during the Settlement Class Period is based on certain misrepresentations alleged by Plaintiffs and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs.

63. In order to have recoverable damages under the Exchange Act, disclosures correcting the alleged misrepresentations must be the proximate cause of the decline in the price of Evolv common stock. Plaintiffs allege that corrective disclosures removed the artificial inflation from the price of Evolv common stock on the following dates: May 23, 2023; October 12, 2023; February 20, 2024; March 13, 2024; and October 25, 2024 (the “Corrective Disclosure Dates”). Accordingly, in order to have a Recognized Loss Amount under the Exchange Act, Evolv common stock must have been purchased during the Settlement Class Period and held through the opening of trading on at least one of the Corrective Disclosure Dates.

64. To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her, or its Recognized Loss Amount for those transactions under the Exchange Act will be zero.

<b>From</b>	<b>To</b>	<b>Per-Share Inflation*</b>
June 28, 2021	May 22, 2023	\$3.49
May 23, 2023	October 11, 2023	\$3.13
October 12, 2023	February 19, 2024	\$2.56
February 20, 2024	March 12, 2024	\$1.78
March 13, 2024	October 24, 2024	\$1.69
October 25, 2024	Thereafter	\$0.00

\* For each day during the Settlement Class Period, per-share inflation shall not exceed the closing price of Evolv common stock.

<sup>4</sup> \$10.50 is the opening price of Evolv common stock on July 19, 2021, the first trading day following the Business Combination.

65. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss Amount under the Exchange Act. The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on Evolv common stock purchased during the Settlement Class Period and held as of the close of the 90-day period following the end of the Settlement Class Period (the “90-Day Lookback Period”) shall not exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period. The Recognized Loss Amount on Evolv common stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period shall not exceed the difference between the purchase price paid for such stock and its average closing price through the date of sale, as set forth in Table 2 below.

66. In the calculations below, all purchase and sale prices shall exclude any fees, taxes, and commissions. If a Recognized Loss Amount is calculated to be a negative number, that Recognized Loss Amount shall be set to zero. Any transactions in Evolv common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

### **CALCULATION OF PER-SHARE RECOGNIZED LOSS AMOUNTS FOR EXCHANGE ACT CLAIMS**

67. Based on the formula set forth below, a “Recognized Loss Amount” shall be calculated under the Exchange Act for each purchase of Evolv common stock during the Settlement Class Period (*i.e.*, June 28, 2021 through October 25, 2024, both dates inclusive) that is listed in the Claim Form and for which adequate documentation is provided.

- i. For each share of Evolv common stock that was sold before May 23, 2023, the Recognized Loss Amount is \$0.00.
- ii. For each share of Evolv common stock that was sold during the period from May 23, 2023 through October 24, 2024, both dates inclusive, the Recognized Loss Amount is the lesser of:
  - a. the price inflation on the date of purchase as provided in Table 1 above minus the price inflation on the date of sale; or
  - b. the purchase price minus the sale price.
- iii. For each share of Evolv common stock that was sold during the period from October 25, 2024 through January 22, 2025, both dates inclusive (*i.e.*, during the 90-Day Lookback Period), the Recognized Loss Amount is the least of:
  - a. the price inflation on the date of purchase as provided in Table 1 above minus the price inflation on the date of sale; or
  - b. the purchase price minus the sale price; or
  - c. the purchase price minus the “90-Day Lookback Value” on the date of sale as set forth in Table 2 below.
- iv. For each share of Evolv common stock that was held as of the close of trading on January 22, 2025, the Recognized Loss Amount is the lesser of:
  - a. the price inflation on the date of purchase as set forth in Table 1 above; or
  - b. the purchase price minus the average closing price for Evolv common stock during the 90-Day Lookback Period, which is \$3.31.

Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
10/25/2024	\$2.47	11/22/2024	\$2.53	12/23/2024	\$3.22
10/28/2024	\$2.50	11/25/2024	\$2.57	12/24/2024	\$3.24
10/29/2024	\$2.45	11/26/2024	\$2.61	12/26/2024	\$3.25

10/30/2024	\$2.42	11/27/2024	\$2.66	12/27/2024	\$3.27
10/31/2024	\$2.37	11/29/2024	\$2.72	12/30/2024	\$3.29
11/1/2024	\$2.37	12/2/2024	\$2.76	12/31/2024	\$3.30
11/4/2024	\$2.35	12/3/2024	\$2.82	1/2/2025	\$3.31
11/5/2024	\$2.34	12/4/2024	\$2.88	1/3/2025	\$3.33
11/6/2024	\$2.36	12/5/2024	\$2.93	1/6/2025	\$3.33
11/7/2024	\$2.38	12/6/2024	\$2.98	1/7/2025	\$3.34
11/8/2024	\$2.39	12/9/2024	\$3.02	1/8/2025	\$3.34
11/11/2024	\$2.41	12/10/2024	\$3.07	1/10/2025	\$3.33
11/12/2024	\$2.42	12/11/2024	\$3.10	1/13/2025	\$3.33
11/13/2024	\$2.43	12/12/2024	\$3.12	1/14/2025	\$3.32
11/14/2024	\$2.43	12/13/2024	\$3.14	1/15/2025	\$3.32
11/15/2024	\$2.44	12/16/2024	\$3.16	1/16/2025	\$3.32
11/18/2024	\$2.45	12/17/2024	\$3.17	1/17/2025	\$3.31
11/19/2024	\$2.47	12/18/2024	\$3.18	1/21/2025	\$3.31
11/20/2024	\$2.48	12/19/2024	\$3.19	1/22/2025	\$3.31
11/21/2024	\$2.50	12/20/2024	\$3.21	N/A	N/A

#### **CALCULATION OF PER-SHARE RECOGNIZED LOSS AMOUNTS FOR SECURITIES ACT CLAIMS**

68. Based on the formula set forth below, a Recognized Loss Amount shall be calculated under the Securities Act for each share of Evolv common stock purchased or otherwise acquired pursuant to, or traceable to, the Registration Statement filed in connection with the Business Combination that is listed in the Claim Form and for which adequate documentation is provided.

- i. For each share of Evolv common stock that was sold before November 20, 2024, the Recognized Loss Amount is the purchase price (not to exceed \$10.50) *minus* the sale price.
- ii. For each share of Evolv common stock that was held as of opening on November 20, 2024, the Recognized Loss Amount is the purchase price (not to exceed \$10.50) *minus* \$2.62.<sup>5</sup>

#### **ADDITIONAL PROVISIONS**

69. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 72 below) is \$10.00 or greater.

70. **FIFO Matching:** If a Settlement Class Member has more than one purchase or sale of Evolv common stock, all purchases and sales shall be matched on a first-in, first-out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period.

71. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss Amounts for all shares of Evolv common stock.

72. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

73. **“Purchase/Sale” Dates:** Purchases and sales of Evolv common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift,

<sup>5</sup> The first relevant lawsuit filed on behalf of purchasers of Evolv common stock pursuant and/or traceable to the Registration Statement was filed on November 20, 2024. The closing price of Evolv common stock on November 20, 2024 was \$2.62.

inheritance, or operation of law of Evolv common stock during the Settlement Class Period shall not be deemed a purchase or sale of Evolv common stock for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of Evolv common stock unless: (i) the donor or decedent purchased such Evolv common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Evolv common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

74. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase of Evolv common stock. The date of a "short sale" is deemed to be the date of sale of Evolv common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a Claimant has a short position in Evolv common stock, the earliest subsequent Settlement Class Period purchases of Evolv common stock shall be matched against such short position, and shall not be entitled to a recovery, until that short position is fully covered.

75. **Evolv Common Stock Purchased/Sold Through the Exercise of Publicly Traded Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Evolv common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of the stock shall be the exercise date of the option, and the purchase/sale price of the stock shall be the option strike price. Any Recognized Loss Amount arising from Evolv common stock purchased during the Settlement Class Period through the exercise of a publicly traded option on Evolv common stock shall be computed as provided for other purchases of Evolv common stock in the Plan of Allocation.

76. **Common Stock Acquired Through the Exercise of Publicly Traded Warrants:** Warrants are not securities eligible to participate in the Settlement. With respect to Evolv common stock purchased through the exercise of a publicly traded Evolv warrant, the purchase date of the stock shall be the exercise date of the warrant, and the purchase price of the stock shall be \$11.50. Any Recognized Loss Amount arising from purchases of Evolv common stock acquired during the Settlement Class Period through the exercise of a publicly traded warrant shall be computed as provided for other purchases of Evolv common stock in the Plan of Allocation.

77. **Separated Units:** NHIC units purchased during the Settlement Class Period that were subsequently separated into their component securities shall be treated, for purposes of this Settlement, solely as a purchase of the Evolv common stock component received upon such separation.<sup>6</sup> The per-share purchase price for the Evolv common stock received upon separation shall be deemed to be the closing price of the common stock on the date of separation, and any Recognized Loss Amount shall be calculated in accordance with the Plan of Allocation applicable to other purchases of Evolv common stock. Consistent with ¶ 76 above, any warrant component received upon separation is not an eligible security and shall be excluded from the Settlement.

78. **Common Stock Acquired Through PIPE Subscription Agreements:** Shares of Evolv common stock issued and sold pursuant to the PIPE subscription agreements entered into in connection with the Business Combination are *not* securities eligible to participate in the Settlement.

79. **Market Gains and Losses:** To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Evolv common stock during the Settlement Class Period, the value of the Claimant's Recognized Claim shall be zero. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Evolv common stock during the Settlement Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

80. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in Evolv common stock during the Settlement Class Period or suffered a market loss, the Claims Administrator shall determine the difference between: (i) the Total Purchase Amount;<sup>7</sup> and (ii) the sum of the Total Sales Proceeds<sup>8</sup> and the Holding Value.<sup>9</sup> If the Claimant's Total Purchase Amount *minus* the sum of the Total

<sup>6</sup> Evolv common stock received during the Settlement Class Period upon the separation of NHIC units (ticker symbol "NHICU") purchased prior to the Settlement Class Period is not eligible for a recovery from the Settlement.

<sup>7</sup> The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for all Evolv common stock purchased during the Settlement Class Period.

<sup>8</sup> The Claims Administrator shall match any sales of Evolv common stock during the Settlement Class Period, first against the Claimant's opening position in Evolv common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Evolv common stock sold during the Settlement Class Period shall be the "Total Sales Proceeds."

<sup>9</sup> The Claims Administrator shall ascribe a "Holding Value" to shares of Evolv common stock purchased during the Settlement Class Period and still held as of the close of trading on October 25, 2024, which shall be \$2.47 (*i.e.*, the closing price of the stock on the latest Corrective Disclosure Date). The total calculated holding values for all Evolv common stock shall be the Claimant's "Total Holding Value."

Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's market loss on such securities; if the number is zero or negative, that number will be the Claimant's market gain on such securities.

81. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

82. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, Defendants and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

83. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com).

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

84. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply, on behalf of all Plaintiffs' Counsel, to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply, on behalf of all Plaintiffs' Counsel, for reimbursement of Litigation Expenses in an amount not to exceed \$190,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$35,000. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?  
HOW DO I EXCLUDE MYSELF?**

85. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to the Claims Administrator at *Evolv Tech. Holdings Securities Litigation*, EXCLUSIONS, c/o Epiq, P.O. Box 5598, Portland, OR 97228-5598. The exclusion request must be *received* no later than **September 3, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Evolv Tech. Holdings Securities Litigation*, Case No. 1:24-cv-10761-ADB"; (c) state the number of shares of publicly traded Evolv common stock that the person or entity requesting exclusion purchased, acquired and sold during the Settlement Class Period, as well as the dates

and prices of each such purchase, acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is submitted within the time stated above, or is otherwise accepted by the Court.

86. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Released Defendants' Parties.

87. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

88. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Plaintiffs and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

89. **Settlement 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 Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

90. The Settlement Hearing will be held on September 24, 2026 at 1:00 p.m., before the Honorable Allison D. Burroughs at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 17, 5<sup>th</sup> Floor, Boston, Massachusetts 02210. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means, in which event the Claims Administrator will update its website regarding the Settlement Hearing's telephonic or virtual format.

91. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of Massachusetts at the address set forth below on or before **September 3, 2026**. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are *received on or before September 3, 2026*.

**Clerk's Office**

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

**Lead Counsel**

Glancy Prongay Wolke & Rotter  
LLP  
Casey E. Sadler, Esq.  
1925 Century Park East  
Suite 2100  
Los Angeles, CA 90067

**Defendants' Counsel**

Morrison & Foerster LLP  
Jamie A. Levitt, Esq.  
250 West 55th Street  
New York, NY 10019

-and-

Goodwin Procter LLP  
Jennifer B. Luz, Esq.  
100 Northern Avenue  
Boston, MA 02210

92. Any objection: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of Evolv common stock that the person or entity objecting purchased, acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition and

sale; and (d) identify all class action settlements to which the objector or his, her, its, or their counsel have previously objected. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

93. You may submit a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first submit and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

94. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before September 3, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

95. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 91 above so that the notice is **received on or before September 3, 2026**.

96. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**97. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

#### WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

98. If you purchased the publicly traded common stock of Evolv during the period between June 28, 2021 and October 25, 2024, both dates inclusive, for the beneficial interest of persons or organizations other than yourself, within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement you must either: (a) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at *Evolv Tech. Holdings Securities Litigation*, c/o Epiq, P.O. Box 5598, Portland, OR 97228-5598, in which event the Claims Administrator shall promptly mail the Postcard Notice, or email a link to the Notice and Claim Form, to such beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed.

99. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator; (b) \$0.02 per email for emailing notice; or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

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

100. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this 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 Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, 2nd Floor, Suite 2300, Boston, Massachusetts 02210. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, [www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com).

101. All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

*Evolv Tech. Holdings Securities Litigation*  
 c/o Epiq  
 P.O. Box 5598  
 Portland, OR 97228-5598  
 Telephone: 877-313-9874  
[www.EvolvTechSecuritiesSettlement.com](http://www.EvolvTechSecuritiesSettlement.com)

and/or

Casey E. Sadler, Esq.  
 Glancy Prongay Wolke & Rotter LLP  
 1925 Century Park East, Suite 2100  
 Los Angeles, CA 90067  
 Telephone: (310) 201-9150  
 Email: [settlements@glancylaw.com](mailto:settlements@glancylaw.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: May 14, 2026

By Order of the Court  
 United States District Court for the  
 District of Massachusetts