IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 21-cv-02770-WJM-SBP

EL PASO FIREMEN & POLICEMEN'S PENSION FUND, SAN ANTONIO FIRE & POLICE PENSION FUND, and INDIANA PUBLIC RETIREMENT SYSTEM, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

INNOVAGE HOLDING CORP.,
MAUREEN HEWITT,
BARBARA GUTIERREZ,
JOHN ELLIS BUSH,
ANDREW CAVANNA,
CAROLINE DECHERT,
EDWARD KENNEDY, JR.,
PAVITHRA MAHESH,
THOMAS SCULLY,
MARILYN TAVENNER,
SEAN TRAYNOR,
RICHARD ZORETIC,
WCAS MANAGEMENT CORPORATION,
WCAS MANAGEMENT, L.P.,
WCAS MANAGEMENT, LLC,
APAX PARTNERS US LLC,
TCO GROUP HOLDINGS, L.P.,
J.P. MORGAN SECURITIES LLC,
BARCLAYS CAPITAL INC.,
GOLDMAN SACHS & CO. LLC,
CITIGROUP GLOBAL MARKETS INC.,
ROBERT W. BAIRD & CO. INCORPORATED,
WILLIAM BLAIR & COMPANY LLC,
PIPER SANDLER & CO.,
CAPITAL ONE SECURITIES, INC.,
LOOP CAPITAL MARKETS LLC,
SIEBERT WILLIAMS SHANK & CO. LLC,
ROBERTS & RYAN INVESTMENTS, INC.

Defendants.

LEAD PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION AND MEMORANDUM OF LAW IN SUPPORT

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Lead Plaintiffs respectfully move this Court pursuant to Rule 23 of the Federal Rules of Civil Procedure for entry of an order (i) granting final approval of the Settlement, and (ii) approving the Plan of Allocation, as fair, reasonable, and adequate.[1]

I. PRELIMINARY STATEMENT

Lead Plaintiffs and Defendants have agreed to settle all claims in this Action in exchange for a $27 million all-cash payment—a tremendous result for the Class in a case that was highly complex, with 28 defendants and novel legal issues regarding control person liability for private equity firms. The following factors, routinely considered by courts in this district, counsel in favor of court approval of the Settlement:

The Settlement is Highly Favorable: The Settlement recovers $27 million recovery through a monetary contribution from Defendants in addition to their insurance carriers. It well exceeds the median class action settlement of $13.4 million for cases in the Tenth Circuit alleging Rule 10b-5 violations and recovers a significant percentage of the Class's likely recoverable damages at trial, the outcome of which was highly uncertain.

The Risks and Difficulties of the Action: Lead Plaintiffs faced real risks in establishing Defendants' liability and damages. *See* ¶¶ 83–92. For example, at the motion to dismiss stage, despite allowing both the Exchange Act and Securities Act claims to advance into discovery, the Court indicated an openness to finding at a later stage that those statements were not material to investors.

[1] Unless otherwise indicated, all capitalized terms are defined as set forth in the Stipulation (ECF No. 199-1) and/or the Declaration of Molly J. Bowen in Support of (I) Lead Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (II) Lead Plaintiffs' Motion for Award of Attorneys' Fees and Expenses (ECF No. 203, the "Bowen Declaration" or "Bowen Decl."), and citations to "¶" or "Ex." are to paragraphs in, and exhibits to, the Bowen Declaration. Unless otherwise stated, all citations and internal quotations are omitted, and all emphasis is added. Pursuant to D.C.COLO.LCivR 7.1(a), Lead Counsel has conferred with Defendants, and Defendants do not oppose the relief requested herein.

The case also involved complicated factual and legal question of control person liability as to the private equity firms. Continued litigation also would have been highly costly in light of the fact that most or all of the 28 different Defendants would have been deposed. Moreover, even if Lead Plaintiffs survived these challenges, Defendants were prepared to advance colorable arguments as to loss causation and damages, including that the drop in InnovAge's stock price was attributable to factors other than actionable fraud. Were Defendants to have succeeded on any of these grounds, that result would have limited, if not eliminated completely, the Class's recovery. Further, at the time of the settlement, InnovAge's stock price was trading at an all-time low of $2.60 per share (down from its offering price of $21 per share), creating a serious concern about recoverability, especially in light of InnovAge's limited insurance. By ensuring a recovery for investors now, the Settlement avoids these risks and instead offers investors a highly favorable $27 million recovery.

<u>Three-Year Litigation Effort</u>: As explained in detail in the accompanying Bowen Declaration, Lead Plaintiffs vigorously prosecuted this Action from their appointment to lead this case, and those efforts resulted directly in the highly favorable Settlement outcome. Lead Plaintiffs' efforts included: (i) conducting a pre-complaint investigation that included location and review of audit reports and other regulatory documents and interviews with confidential witnesses which greatly bolstered Lead Plaintiffs' claims; (ii) drafting a 179-page amended complaint that expanded the number of parties, the claims asserted, and the length of the Class Period; (iii) retaining a market efficiency and damages expert who submitted two expert reports in support of Lead Plaintiffs' motion for class certification; (iv) successful opposing three motions to dismiss; (v) completing comprehensive fact discovery, including collection and review of 538,210 pages of documents produced by Defendants and 8 third parties; (vi) drafting class certification briefing and supporting expert testimony and declarations, resulting in successful certification of the Class; and (vii) participating in depositions of eight

individuals representing six corporate entities. As a result of these efforts, Lead Plaintiffs developed a clear sense of the risks and value of their claims, which informed settlement negotiations.

Arm's-Length Mediation & Negotiations: The Settlement is the product of an arm's-length mediation that required several months of hard-fought negotiations, mediated by one of the nation's preeminent JAMS mediators. The Lead Plaintiffs and InnovAge's mediation session involved the submission of detailed mediation statements (including dozens of exhibits) followed by additional presentations that each side made to each other and before Robert A. Meyer, who has fully endorsed the Settlement. *See* ¶ 124; Meyer Decl. ¶ 19. When the initial mediation on October 29, 2024, was unsuccessful, negotiations continued for many months with Lead Plaintiffs continuing to press for discovery—as the state of the Action became clearer in light of this Court's decisions on class certification and the third motion to dismiss—before ultimately securing the Settlement.

The Class's Reaction: The parties have fully complied with all aspects of the Court-ordered notice protocol, including by providing notice via publication in *Investor's Business Daily* and *Globe Newswire*, a website dedicated to the Settlement, and first-class mailings to potential class members. That notice included information regarding the Plan of Allocation, which was developed by a well-regarded expert and which treats all Class members fairly, as well as the Settlement and the requested attorneys' fees and expenses. To date, no objections to any aspect of the Settlement, the Plan of Allocation, or the requested award of attorneys' fees and expenses was submitted, nor have any opt-out requests been received. Moreover, the institutional investor Lead Plaintiffs—who this Court has already found to be adequately overseeing the effective prosecution of this case—wholly endorse the Settlement. Accordingly, the Class's support for the Settlement weighs heavily in favor of granting final approval. *See Ramos v. Banner Health*, No. 15-cv-2556-WJM-NRN, 2020 WL 6585849, at *3 (D. Colo. Nov. 10, 2020) (Martínez, J.) ("[B]oth parties have represented their view that the Settlement

Agreement is fair and reasonable. The fact that no class member objects shows that the class also considers this settlement fair and reasonable.").

Accordingly, the Settlement and Plan of Allocation readily meet each of the Tenth Circuit and Rule 23 factors that are pertinent for final approval. Accordingly, Lead Plaintiffs respectfully request that the Court grant final approval of the Settlement and Plan of Allocation.

II. THE TERMS OF THE SETTLEMENT

Pursuant to ¶ 1(tt) of the Stipulation, which sets forth the full terms of the Settlement, Defendants have paid $27,000,000 into an Escrow Account for the benefit of the Class. *See* ECF No. 199-1.

III. THE PROPOSED SETTLEMENT WARRANTS FINAL APPROVAL

A. Legal Standard

It is the "inveterate policy of the law . . . to encourage, promote, and sustain the compromise and settlement of disputed claims." *Am. Home Assur. Co. v. Cessna Aircraft Co.*, 551 F.2d 804, 808 (10th Cir. 1977). *See also Peace Officers' Annuity & Benefit Fund of Ga. v. DaVita Inc.*, No. 17-CV-0304-WJM-NRN, 2021 WL 1387110, at *4 (D. Colo. Apr. 13, 2021) (the "presumption in favor of voluntary settlement agreements" is especially strong "where substantial judicial resources can be conserved by avoiding formal litigation.").

Class action settlements should be approved so long as they are "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Courts in the Tenth Circuit analyze four factors when determining whether a settlement meets the "fair, reasonable, and adequate" standard.[2] Rule 23(e) was amended in

[2] The factors consist of "(1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable." *DaVita*, 2021 WL 1387110, at *3 (citing *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324

2018, and "[t]hese amendments gave four new factors a court must find to render an agreement as fair, reasonable, and adequate." *DaVita*, 2021 WL 1387110, at *3.[3] "[T]hese new factors were not meant to displace any circuit's unique factors, but rather to focus courts on the core concerns in deciding whether to approve a proposed settlement." *DaVita*, 2021 WL 1387110, at *3. The Tenth Circuit's additional factors largely overlap, with only the fourth factor not being subsumed into the new Rule 23. Accordingly, "a court considers the Rule 23(e)(2) factors as the main tool in evaluating the propriety of the settlement but still addresses the Tenth Circuit's factors." *Id.*

As discussed in the remainder of this brief and the Bowen Declaration and exhibits attached thereto,[4] the Settlement satisfies each of these factors and should be approved.

B. The Settlement Is Fair, Reasonable, and Adequate

1. The Settlement Was Mediated and Negotiated at Arm's Length

Arm's-length negotiations warrant a presumption that a settlement is fair, adequate and reasonable. *O'Dowd v. Anthem, Inc.*, No. 13-cv-02787-KLM-NYW, 2019 WL 4279123, at *13 (D. Colo. Sept. 9, 2019).

That presumption is further bolstered where, as here, the settlement is achieved at arm's-length under the auspices of an experienced mediator. *In re Molycorp, Inc. Sec. Litig.*, No. 12-cv-00292-RM-

(10th Cir. 1984)). The Court "may also consider the fact that no objections were filed by any class members." *Id.*

[3] The factors as laid out in the Rule 23(e) amendment are whether: (A) plaintiffs and counsel have adequately represented the class; (B) the settlement was negotiated at arm's-length; (C) the relief for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, (iii) the terms of any proposed fee award, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2).

[4] The Court is respectfully directed to the Bowen Declaration, which sets forth in more detail Lead Plaintiffs' prosecution of the Action (¶¶ 18–73); the bases by which this Settlement is fair, adequate, and reasonable (¶¶ 74–104); and details supporting Lead Plaintiffs' request for an award of attorneys' fees and expenses (¶¶ 105–139).

KMT, 2017 WL 4333997, at *4 (D. Colo. Feb. 15, 2017). The negotiations which facilitated the Settlement included a full-day mediation, plus submission of detailed mediation briefs addressing issues as to falsity, scienter, materiality, and damages, followed by months of additional settlement negotiations. ¶¶ 77–80. Furthermore, the mediation was conducted by Robert A. Meyer, a widely respected mediator who has resolved scores of complex disputes—including securities class actions and derivative and stockholder actions, among other forms of complex litigation—with aggregate values in the billions of dollars. *See Robert A. Meyer, Esq.*, JAMS, https://www.jamsadr.com/meyer/ (last accessed Oct. 22, 2025) (listing several settlements over $2 billion). In support of the Settlement, Mr. Meyer has provided a declaration attesting that "this result was the product of vigorous litigation by both Parties combined with intense, arms-length settlement negotiations conducted in good faith"; "that the representation provided by counsel for each of the Parties was of the highest caliber"; and that "I find the settlement to be fair and reasonable, and I strongly support the Court's approval of the settlement in all respects." *See* Meyer Decl. ¶¶ 15, 19, 21 *see also Davita*, 2021 WL 1387110, at *4 (noting mediator's declaration as evidence of fair, reasonable, and adequate nature of settlement); *In re Crocs, Inc. Sec. Litig.*, 306 F.R.D. 672, 679, 690 (D. Colo. 2014) (same); *see, e.g.*, *Amans v. Tesla, Inc.*, No. 21-CV-03681-VC, 2024 WL 1024735, at *3 (N.D. Cal. Mar. 8, 2024) (granting final approval of settlement mediated by Mr. Meyer).

2. Questions of Law and Fact Create Risk to the Class, Supporting Final Approval

"[S]erious questions of law and fact exist where disputes between the parties. . . could significantly impact this case if it were litigated." *O'Dowd*, 2019 WL 4279123, at *13.[5] Here, Defendants

[5] The Tenth Circuit factors of whether serious questions of law and fact exist and whether the value of an immediate recovery outweighs the possibility of future relief "largely overlap" with Rule 23(e)(2)(C)(i). *See Chavez Rodriguez v. Hermes Landscaping, Inc.*, No. 17-2142-JWB-KGG, 2020 WL 3288059, at *3 (D. Kan. June 18, 2020).

had credible defenses to the merits of Lead Plaintiffs' claims, which presented risks to the Class's recovery.

For example, in its order on Defendants' initial motions to dismiss, the Court allowed statements arising from Lead Plaintiffs' Exchange Act and Securities Act claims to go forward, but indicated that Defendants may be able to raise arguments to certain statements once a full factual record was developed. In addition to these challenges to falsity and materiality, the Court observed that a fact-based inquiry as to Lead Plaintiffs' control person claims might warrant dismissal of certain corporate Defendants at a later stage. *See* ¶ 86.

Separately, continued litigation risked further limiting the Class's recovery, including because: (i) the Underwriter Defendants would have raised an affirmative defense that they conducted adequate due diligence as to InnovAge's IPO; (ii) InnovAge had colorable arguments as to the element of scienter; and (iii) the parties would have resorted to a "battle-of-the-experts" as to damages and loss causation, wherein Defendants would argue that numerous factors unrelated to the alleged fraud caused or contributed to the stock price declines following certain of the alleged corrective disclosures. Adverse determinations on any of these issues—whether at summary judgment, trial, or on appeal[6]—would have reduced if not eliminated entirely the Class's recovery. And, even if Lead Plaintiffs prevailed at all stages of litigation, InnovAge's limited insurance coverage and worsening financial condition could have further limited any payment made to investors. On the latter point, over the course of settlement negotiations, InnovAge's stock price plummeted as low as $2.60—down nearly 90% from its IPO share price.

[6] *See, e.g.*, *Anixter v. Home-Stake Prod. Co.*, 77 F.3d 1215, 1233 (10th Cir. 1996) (overturning securities fraud class action jury verdict for plaintiffs in case filed in 1973 and tried in 1988 based on an intervening Supreme Court opinion) (citing *Central Bank of Denver, N.A. v. First Interstate Bank of Denver, N.A.*, 511 U.S. 164 (1994)).

Taken collectively, Defendants' arguments threatened the viability of any recovery for the Class. These considerations weigh heavily in favor of final approval. *See DaVita*, 2021 WL 1387110, at *4 ("[T]he Court finds that the value of the Settlement Agreement outweighs the possibility of recovery after protracted litigation.").

3. An Immediate $27 Million Recovery Outweighs the Possibility of Future Relief

In the Tenth Circuit, courts compare the value of an immediate recovery "against the possibility of some greater relief at a later time, taking into consideration the additional risks and costs that go hand in hand with protracted litigation." *O'Dowd*, 2019 WL 4279123, at *13. The $27 million recovery here well exceeds the median class action settlement for cases alleging Rule 10b-5 violations in the Tenth Circuit between 2015 and 2024, which was $13.4 million. *See* ¶ 130.[7] The recovery is therefore an outstanding result and exceeds the typical recovery in securities class action settlements of similar size. *Id.* Additionally, continued litigation would have been risky, given the hurdles Lead Plaintiffs would face at summary judgment, trial, and on appeal, in addition to the ability-to-pay concerns described above. *See Davita*, 2021 WL 1387110, at *4 (courts favor settlement in part because the parties may "gain significantly from avoiding the costs and risks of a lengthy and complex trial").

Furthermore, the recovery includes insurance proceeds from InnovAge as well as a contribution from Defendants themselves—underscoring the fairness and adequacy of the Settlement. *See DaVita*, 2021 WL 1387110, at *4 (noting shareholder recovery included monetary contribution by defendant); *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d 837, 842 (E.D. Va. 2016) (noting company contribution to the settlement "strongly demonstrate[d] the adequacy of the Settlement amount").

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[7] *See also* Laarni T. Bulan & Eric Tam, *Securities Class Action Settlements 2024 Review and Analysis* 20, Cornerstone Research (2025), at 4, https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-Class-Action-Settlements-2024-Review-and-Analysis.pdf.

And, as discussed above, Defendants had credible arguments that could have dramatically reduced or negated entirely the Class's recovery. Continued litigation would have been uniquely complex and costly in light of the 28 different Defendants—the vast majority of whom would have been deposed—and the complicated factual question of control person liability as to the private equity firms, which would have required navigating the complex relationships across a corporate web of management and holding companies and wholly-owned subsidiaries.

These considerations support granting the Class relief now, rather than prolonging litigation. *See* ¶¶ 133–34; *In re Crocs, Inc. Sec. Litig.*, No. 07-cv-02351-PAB-KLM, 2013 WL 4547404, at *12 (D. Colo. Aug. 28, 2013) (immediate recovery outweighs the "time and costs inherent in complex securities litigation, especially when the prospect is some recovery versus no recovery").

4. The Class Is Adequately Represented and All Parties Affirm the Fairness of the Settlement

When it appointed Lead Plaintiffs and again when it certified the Class, this Court found Lead Plaintiffs and their counsel to be adequate representatives of the Class. *See* ECF 44 at 4 (finding Lead Plaintiffs "meet the typicality and adequacy requirements of Rule 23(a)"); ECF 186 at 10 (certifying class and noting that "each Lead Plaintiff has thus far capably demonstrated their understanding of this action by testifying as to the occurrence of key events . . . ; the cause of their alleged losses . . . ; and the causes and effects of Defendants' alleged conduct . . . .").

Indeed, Lead Plaintiffs, exactly the type of institutional investors Congress hoped would lead securities class actions when it enacted the PSLRA, have vigorously represented the interests of the Class by supervising and participating in this litigation from start to finish. *See DaVita Inc.*, 2021 WL 1387110, at *4 ("Lead Plaintiffs are institutional investors of the type favored by Congress when passing the PSLRA and have adequately represented the interests of the settlement class by closely monitoring and participating in this litigation from the outset through resolution."). Each Lead Plaintiff met and conferred regularly with Lead Counsel about the state of the Action, and advised at key inflection points of the litigation, including at the lead plaintiff approval stage, during motion to dismiss briefing, and during class certification and discovery. ¶¶ 105–07; *see also* Lead Plaintiff Decls. Moreover, Lead Plaintiffs each prepared and sat for deposition in connection with class certification, and advised as to the depositions of their respective investment managers. Finally, Lead Plaintiffs were instrumental in the mediation and subsequent negotiations, evaluated the proposed Settlement, and recommended its approval. *In re Veeco Instruments Inc. Sec. Litig.*, No. 05-MD-1695, 2007 WL 4115809, at *5 (S.D.N.Y. Nov. 7, 2007) ("a settlement reached . . . under the supervision and with the endorsement of a sophisticated institutional investor . . . is entitled to an even greater presumption of reasonableness").

Moreover, the Class was adequately represented because Lead Plaintiffs "have no antagonistic interests; rather, [Lead] Plaintiffs' interest in obtaining the largest-possible recovery in this class action was firmly aligned with all class members." *DaVita*, 2021 WL 1387110, at *5 ("Plaintiffs' claims here are typical of the claims of the Class because they all purchased [the Company's] common stock at artificially inflated prices due to Defendants' alleged material misstatements and omissions and suffered damages as a result . . . ."). *See also Crocs*, 306 F.R.D. at 688 (approving settlement where, as here, there is "no evidence that one set of class members will benefit from the settlement to the detriment of another set of class members").

Finally, Lead Counsel's endorsement of the Settlement supports its approval. ¶¶ 74–104. In this District, "the Court gives weight to the judgment of Lead Counsel" where they are "highly experienced in prosecuting securities class action that the settlement is an excellent result for the class." *DaVita*, 2021 WL 1387110, at *5. *See also Farley v. Fam. Dollar Stores, Inc.*, No. 12-cv-00325-RM-MJW, 2014 WL 5488897, at *3 (D. Colo. Oct. 30, 2014) ("[c]ounsels' judgment as to the fairness of the agreement is entitled to considerable weight."). Here, Lead Counsel is highly experienced in prosecuting securities class actions, and has a long, successful track record of adequately representing large and diverse groups of investors in similar cases. *See, e.g.*, ECF 187 (appointing Cohen Milstein as class counsel); Judgment Approving Settlement, *In re Wells Fargo & Co. Sec. Litig.*, No. 1:20-cv-04494-JLR-SN (S.D.N.Y. Sept. 9, 2023), ECF No. 207 ($1 billion settlement); *Law360 Names Practice Groups of the Year*, Law360 (Jan. 21, 2024), https://www.law360.com/articles/1781974/law360-names-practice-groups-of-the-year; *see also* ECF No. 141-3 (Cohen Milstein resume). Lead Counsel vigorously prosecuted the Class's claims for over three years, expending significant resources and devoting over 8,700 hours, valued at nearly $7 million, to the prosecution of the Action on a contingency fee basis. ¶¶ 115, 126; *see also O'Dowd*, 2019 WL 4279123, at *14 (holding counsel's "effective representation of the class is demonstrated by the favorable settlement that was reached").

5. The Distribution, Notice, Claims Administration, Objection and Opt-Out Procedures Support Final Approval

Several additional considerations further counsel in favor of finally approving the Settlement.

First, the proposed Plan of Allocation satisfies Rule 23(e)(2)(D) by treating all Class Members equitably. As set forth in Section IV below, the Net Settlement Fund is set to be allocated to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. This Court has readily deemed such an arrangement to satisfy Rule 23(e)(2)(D). *See, e.g.*, *Or. Laborers Emps. Pension Tr. Fund v. Maxar Techs. Inc.*, No. 19-CV-0124-WJM-SKC, 2024 WL 98387, at *5 (D. Colo. Jan. 9, 2024) ("The settlement fund will be allocated to authorized claimants on a *pro rata* basis based on the relative size of their recognized claims.").

Second, the Settlement readily meets the requirements of Rule 23(e)(2)(C). For one, "[t]he notice complied with both the Preliminary Approval Order and the Settlement Agreement." *Id.* at *5.[8]

[8] In addition to the Stipulation, the parties entered into a Supplemental Agreement under which Defendants may terminate the Settlement if requests for exclusion exceed an agreed upon threshold. Such an agreement, generally called a "blow provision" "is common in securities fraud actions and does not weigh against [settlement] approval." *Cheng Jiangchen v. Rentech, Inc.*, No. 2:17-cv-01490-GW-FFM, 2019 WL 5173771, at *7 (C.D. Cal. Oct. 10, 2019).

Moreover, the notice "contained all the information required by Rule 23(c)(2)(B), the PSLRA, 15 U.S.C. § 78u-4(a)(7), and due process because it sufficiently apprised the class of, among other things, the nature of the action and the claims asserted; the settlement's basic terms, including the method of distribution provided for in the Plan of Allocation; and notice of the binding effect of a judgment on the class." *Id.*; ¶¶ 93–101. And the Notice provided information on how to submit a claim or obtain additional information necessary to make an informed decision, including by directly contacting Lead Counsel or visiting the Settlement website. *See Elna Sefcovic, LLC v. TEP Rocky Mountain, LLC*, 807 Fed. App'x. 752, 764 (10th Cir. 2020) (holding requirements of Rule 23 and due process satisfied where similar notice was provided).

Additionally, the claims administrator "has properly mailed the notice packet to potential class members, published the summary notice, and established a website with information relevant to the settlement." *Maxar*, 2024 WL 98387, at *5. To date, court-appointed claims administrator Strategic Claims Services, Inc. ("SCS") has mailed 11,390 copies of the Notice Packet by first-class mail to potential Class Members and nominees. Claims Administrator Decl. ¶ 13. SCS also published the Summary Notice in *Investor's Business Daily* and over the *Globe Newswire* and established a website dedicated to the Action, which provides all information and documentation pertinent to the Settlement. *Id.* ¶¶ 15, 17. As of October 22, 2025, 699 individuals have visited the website for a total of 1,932 page views. *Id.* ¶ 17. *See DaVita*, 2021 WL 1387110, at *5 (granting final approval where claims administrator "has properly mailed the notice packet to potential class members, published the summary notice, and established a website with information relevant to the settlement"); *Maxar*, 2024 WL 98387, at *2 (approving settlement where claims administrator mailed notice packets to potential class members and nominees and maintained a settlement website and toll-free number to respond to inquiries from class members).

Finally, pursuant to the Preliminary Approval Order, any Class Member who wanted to be excluded from the Settlement or to object to any aspect of the Settlement, the Plan of Allocation, or motion for an award of attorneys' fees and expenses, is required to submit such exclusion request or objection by November 5, 2025. ECF No. 200 ¶ 11. To date, no Class Member has objected to any aspect of the Settlement, and out of the 11,390 Notice Packets that have been mailed to potential Class Members, SCS has received ***no*** requests for exclusion. *See* Claims Administrator Decl. ¶ 20.

As set forth in more detail in the accompanying Motion for Award of Attorneys' Fees and Expenses (the "Fee Motion") and the Bowen Declaration, Lead Counsel's requested fee of 20% of the Settlement is appropriate in light of the work performed and the results obtained and is well within the range of fees typically awarded in settlements in securities class actions in the Tenth Circuit. *See, e.g.*, *Maxars*, 2024 WL 98387, at *6 (approving fee request of 30% of settlement); *DaVita*, 2021 WL 1387110, at *3 (courts in Tenth Circuit have repeatedly found 30% fee award reasonable); *Peace Officers' Annuity and Benefits Fund of Ga. v. DaVita*, No. 17-cv-0304-WJM-NRN, 2021 WL 2981970, at *1 (D. Colo. July 15, 2021) (award of 30% fee on $135 million settlement); *In re Crocs, Inc. Sec. Litig.*, No. 07-cv-02351-PAB-KLM, 2014 WL 4670886, at *3 (D. Colo. Sept. 18, 2014) ("Courts in the Tenth Circuit have noted that the typical fee award in complex cases is around one third of the common fund."); *In re Oppenheimer Rochester Funds Grp. Sec. Litig.*, No. 09-md-02063-JLK-KMT, 2014 WL 12768451, at *2 (D. Colo. July 31, 2014) ("a fee award of 30% of the Settlement Funds is consistent with awards made within this District and in similar cases"). The requested award of expenses is similarly reasonable.

The uniformly positive reaction of the Class to the Settlement is particularly noteworthy given that InnovAge is between the 50th and 75th percentile of New York Stock Exchange- and NASDAQ-traded companies, in terms of institutional ownership as a percent of publicly trading shares. *See* ECF No. 141-1 (class certification expert report) at 36; *see also Davita*, 2021 WL 1387110, at *5 (noting response by the class was "particularly significant" given the high percentage of the class consisting of sophisticated institutional investors with the resources and motivation to object).

Each of these considerations further supports this Court's grant of final approval.

IV. THE PLAN OF ALLOCATION SHOULD BE APPROVED

Plans of allocation are intended to equitably distribute the proceeds of a settlement fund among eligible class members. *See, e.g.*, *O'Dowd*, 2019 WL 4279123, at *15 (noting that plans of allocation that reimburse class members based on the extent of their injuries should be approved.). The proposed Plan of Allocation offered here, set forth in the Notice published widely and disseminated to the Class, accomplishes that objective and thus merits approval.

Lead Plaintiffs developed the proposed Plan of Allocation in consultation with their expert, who was already intimately familiar with Lead Plaintiffs' theory of the case, having previously analyzed damages and loss causation issues in the case, and having submitted expert reports in support of Lead Plaintiffs' motion for class certification.[9] ¶ 102-04. For the Securities Act claims, the Plan of Allocation follows the statutory formula and, for the Exchange Act claims, it is based on the allegedly false and materially misleading statements sustained by the Court and the alleged corrective disclosure events. Lead Plaintiffs' damages expert estimated the degree of artificial inflation in the price of InnovAge's common stock during the Class Period through a study of how the corrective disclosures impacted InnovAge's stock price, netting out changes attributable to non-actionable forces such as changes in the market or industry as a whole or otherwise unrelated to the alleged fraud. *See* ECF 199-3 at 18 (Notice ¶ 3).

Under the proposed Plan of Allocation, each purchase or acquisition of InnovAge common stock by an eligible Class Member will yield a Recognized Loss Amount which, taken together, amount

[9] Dr. Cain's qualifications were not challenged at the class certification stage.

to each Authorized Claimant's Recognized Claim. Under the proposed Plan of Allocation, the Net Settlement Fund is in turn allocated to Authorized Claimants, *pro rata*, based on the size of their Recognized Claims. *See* Notice ¶¶ 1–2.

Such an approach is regularly accepted by this and other courts as the proper way to allocate proceeds in securities class actions. *See, e.g.*, *Maxar*, 2024 WL 98387, at *5 (D. Colo. 2024) ("The settlement fund will be allocated to authorized claimants on a *pro rata* basis based on the relative size of their recognized claims."); *DaVita*, 2021 WL 1387110, at *5 (D. Colo. Apr. 13, 2021) (same).

Accordingly, Lead Plaintiffs respectfully submit that this Court should approve the proposed Plan of Allocation.

V. CONCLUSION

For the reasons presented here and in the supporting declarations and exhibits, Lead Plaintiffs respectfully request that the Court grant final approval of the proposed Settlement and Plan of Allocation.

Dated: October 22, 2025

Respectfully submitted,

/s/ Molly J. Bowen

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CERTIFICATE OF SERVICE

I hereby certify that on October 22, 2025, I caused to be electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to all registered participants.

/s/Molly J. Bowen
Molly J. Bowen