UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUB CYBER SECURITY LTD.	Master File No. 1:23-cv-05764-AS Honorable Arun Subramanian

DECLARATION OF DANIELLA QUITT IN FURTHER SUPPORT OF: (I) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION; AND (II) LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

I, Daniella Quitt, declare the following pursuant to 28 U.S.C. §1746:

1. I am an attorney duly licensed to practice law before the courts of the State of New York and admitted to practice in this Court. I am a partner in the law firm of Glancy Prongay Wolke & Rotter LLP, Lead Counsel for Court-appointed lead plaintiffs Aryeh Agam and Shimon Aharon, and named plaintiffs Rodrigue Fodjo and Dustin Green (collectively, in the above-entitled action.[1]

2. I respectfully submit this declaration, together with the attached exhibits, in further support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation and Lead Counsel's Motion For and Award of Attorneys' Fees and Reimbursement of Litigation Expenses and the concurrently filed reply memorandum in support thereof.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Supplemental Declaration of Josephine Bravata Concerning: (A) Mailing/Emailing of Notice; (B) Report on Requests for Exclusion and Objections; and (C) Claims Received to Date.

4. Attached hereto as Exhibit 2 is a true and correct copy of the Verified Complaint in DC Rainier SPV LLC v. Hub Cyber Security Ltd. and A-Labs Finance & Advisory Ltd., No. 151513/2026 (Sup. Ct. N.Y. County Feb 3, 2026) (NYSCEF Doc. No. 2).

5. Attached hereto as Exhibit 3 is a true and correct copy of the [Proposed] Judgment Approving Class Action Settlement.

6. Attached hereto as Exhibit 4 is the [Proposed] Order Approving the Plan of Allocation.

[1] Capitalized terms not otherwise defined herein have the meanings given to them in the Stipulation and Agreement of Settlement, dated December 9, 2025 (the "Stipulation"). ECF No. 138-1.

7. Attached hereto as Exhibit 5 is a true and correct copy of the [Proposed] Order Awarding Attorneys' Fees and Reimbursement of Litigation Expenses.

8. For all the reasons set forth in the Final and Reply Memoranda, the Fee and Expense Memorandum, and the Sadler Declaration, I respectfully submit that the Settlement and Plan of Allocation should be approved as fair, reasonable, and adequate. I further submit that the requested attorneys' fee should be approved as fair and reasonable, and the request for reimbursement of Litigation Expenses, consisting of $96,092.83 in out-of-pocket costs and $30,000 in aggregate awards to Plaintiffs for their costs, should also be approved.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22nd day of June, 2026, in New York, New York.

/s/ Daniella Quitt
Daniella Quitt

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUB CYBER SECURITY LTD.	Master File No. 1:23-cv-05764-AS

SUPPLEMENTAL DECLARATION OF JOSEPHINE BRAVATA CONCERNING: (A) MAILING/EMAILING OF NOTICE; (B) REPORT ON REQUESTS FOR EXCLUSION AND OBJECTIONS; AND (C) CLAIMS RECEIVED TO DATE

I, Josephine Bravata, declare as follows:

1. I am the Director of Quality Assurance at Strategic Claims Services ("SCS"), a nationally recognized class action administration firm.[1] I have over twenty-five years of experience specializing in the administration of class action cases. SCS was established in April 1999 and has administered over five hundred and seventy-five (575) class action cases since its inception. I have personal knowledge of the facts set forth herein and, if called on to do so, I could and would testify competently thereto.

UPDATE ON MAILING/EMAILING NOTICE

2. Pursuant to the Court's Order Preliminarily Approving Settlement and Providing for Notice, dated December 10, 2025 (ECF No. 140, the "Preliminary Approval Order"), the Court authorized Lead Counsel to retain SCS as the Claims Administrator to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of claims. I submit this declaration as a supplement to my earlier declaration, the Declaration of Josephine Bravata Concerning: (A) Mailing/Emailing of Notice; (B) Publication of the Summary Notice; (C) Report on Requests for Exclusion and Objections; and (D) Claims Received to Date, dated May 18, 2026 (ECF No. 147-5, the "Initial Mailing Declaration").

3. As set forth in the Initial Mailing Declaration, as of May 18, 2026, a total of 7,127 Postcard Notices had been mailed to potential Settlement Class Members either by SCS or nominees.[2] The Initial Mailing Declaration also stated that there were 12,367 potential Settlement

[1] All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Stipulation and Agreement of Settlement, dated December 9, 2025 (ECF No. 138-1, the "Stipulation").

[2] The Initial Mailing Declaration stated that 160 Postcard Notices were returned as undeliverable. These were "skip-traced" to obtain updated addresses and 87 were re-mailed to updated addresses. To date, 73 Postcard Notices remain undeliverable.

Class Members for whom SCS received a valid email address. For these potential Settlement Class Members, SCS emailed the link to the 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, and Proof of Claim and Release Form (collectively, the "Notice Packet").[3] Additionally, as noted in the Initial Mailing Declaration, SCS was notified by one nominee that it emailed 15,803 of its customers to notify them of this Settlement and provided the link to the Notice Packet. Since the Initial Mailing Declaration was filed, SCS has not received notice from, nor been informed by, any nominees that additional notices were sent to potential Settlement Class Members.

4. Accordingly, excluding the 73 Postcard Notices that remain undeliverable, a total of 35,224 Postcard Notices and Notice Packets have been disseminated to potential Settlement Class Members by first-class mail or email.

UPDATE ON TOLL-FREE PHONE LINE

5. SCS continues to maintain a toll-free telephone number (1-866-274-4004) for potential Settlement Class Members to call and obtain information about the Settlement. SCS has and will continue to promptly respond to each telephone inquiry and address Settlement Class Members' inquiries through the administration process.

UPDATE ON SETTLEMENT WEBSITE

6. On January 8, 2026, SCS established a website at www.HubSecuritiesSettlement.com ("Settlement Website"). The Settlement Website is accessible 24 hours a day, 7 days a week. The Settlement Website contains: (a) a Home page with

[3] SCS also received a total of five requests for a mailed Notice Packet. SCS immediately fulfilled these requests.

general information regarding the Settlement, and a chart setting forth important dates; (b) an Important Documents page; (c) a File a Claim Online page; (d) a Representative Filers page; and (e) a Contact Us page.

7. At the request of Lead Counsel, on May 22, 2026, SCS updated the Settlement Website to include downloadable PDF copies of: (a) the Notice of Motion for Final Approval of Class Action Settlement and Plan of Allocation (ECF No. 143); (b) the Memorandum of Law in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation (ECF No. 144); (c) the Notice of Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (ECF No. 145); (d) the Memorandum of Law in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (ECF No. 146); and (e) the Declaration of Casey E. Sadler in Support of: (I) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (II) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses with Exhibits (ECF No. 147).

8. To date, the Settlement Website has received 17,069 pageviews from 4,030 unique users.

9. The Settlement Website will continue to be updated with relevant case information and Court documents throughout the administration process.

UPDATE ON REPORT ON EXCLUSIONS AND OBJECTIONS

10. The Postcard Notice, Notice, Summary Notice, and Settlement Website informed potential Settlement Class Members that the deadline to request exclusion from the Settlement Class was June 1, 2026. The Notice also set forth the information that must be included in each request for exclusion. SCS has been monitoring all mail delivered for this case. To date, SCS has received one exclusion request. Attached hereto as **Exhibit A** is a copy of the request for exclusion.

11. The Postcard Notice, Notice, Summary Notice, and Settlement Website further informed Settlement Class Members that the objection deadline was June 8, 2026. The Notice also provides that written objections must have been submitted to the Clerk of the Court, as well as mailed to Lead Counsel and Defendants' Counsel, such that they were received on or before the deadline. As of the date of this declaration, SCS has not been notified of any objections or received any misdirected objections.

CLAIMS RECEIVED TO DATE

12. The Postcard Notice, Notice, Summary Notice and Settlement Website informed potential Settlement Class Members that if they wished to participate in the Settlement they must submit a Proof of Claim Form to SCS, with supporting documentation, postmarked or received no later than May 13, 2026.

13. As of the date of this declaration, SCS has received 15,266 claims. Of the 15,266 Claim Forms received to date, 15,156 have been provisionally processed. SCS has preliminarily determined that, of the 15,156 Claim Forms that SCS has processed, 7,100 are acceptable in whole, 4,821 are acceptable in part, and 3,235 should be wholly rejected because they are either ineligible,

wholly deficient, or have no Recognized Loss when calculated in accordance with the proposed Plan of Allocation.

14. The figures in paragraph 13 are preliminary and subject to change. Among other things, (a) the submitted claims are subject to further analysis, audit, fraud checks, and quality assurance; and (b) some of the claims contain deficiencies that Claimants will be given the opportunity to cure, or have been given the opportunity to cure and that process is ongoing. SCS will provide the Court with a comprehensive report on the acceptance and rejection of claims in conjunction with Lead Counsel's Motion for Distribution of the Net Settlement Fund.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signed this 19th day of June 2026, in Media, Pennsylvania.

Josephine Bravata

Josephine Bravata

EXHIBIT A

SUPPORT CENTER
Support Ticket System

Strategic Claims Services, Inc. Monday, June 1, 2026 at 3:29 PM

Ticket #586969

Status	New	**Name**	Christopher Shields
Priority	Normal	**Email**	
Department	Claims Administrators	**Phone**	
Create Date	6/1/26 2:33 PM	**Source**	Email

Assigned To		**Help Topic**	Claims
SLA Plan	Default SLA	**Last Response**	
Due Date	6/2/26 2:33 PM	**Last Message**	6/1/26 2:33 PM

Ticket Details

Case:	Hub Cyber

In Re Hub Cyber Security Ltd. Securities Litigation, EXCLUSIONS

SUPPORT CENTER
Support Ticket System

Strategic Claims Services, Inc. Monday, June 1, 2026 at 3:29 PM

6/1/26 2:33 PM In Re Hub Cyber Security Ltd. Securities Litigation, EXCLUSIONS — Christopher Shields

Dear Claims Administrator:

Please see the attached correspondence sent on behalf of DC Rainier SPV LLC regarding the above-referenced matter. A hard copy is being delivered to your office, as well.

Sincerely,

Christopher K. Shields

Partner

Sullivan & Worcester LLP

Bio | vCard | LinkedIn

sullivanlaw.com

Sullivan
SULLIVAN & WORCESTER

BOSTON LONDON NEW YORK TEL AVIV WASHINGTON, DC

image001.png (7.2 kb)
DC Rainier SPV LLC Exclusion.pdf (164.5 kb)

DC RAINIER SPV LLC

May 29, 2026

<u>VIA EMAIL AND FIRST-CLASS MAIL</u>

In Re Hub Cyber Security Ltd. Securities Litigation, EXCLUSIONS
c/o Strategic Claims Services
600 N. Jackson St, Ste. 205
Media, PA 19063
info@strategicclaims.net

Re: <u>Request for Exclusion in *In Re Hub Cyber Security Ltd. Securities Litigation*, No. 1:23-cv-05764-AS (S.D.N.Y.)</u>

Dear Claims Administrator:

I write on behalf of DC Rainier SPV LLC ("DC Rainier"), located at . I am an authorized representative of DC Rainier.

To the extent that it would otherwise be deemed to be in the contemplated Settlement Class, DC Rainier hereby requests exclusion from the Settlement Class in In Re Hub Cyber Security Ltd. Securities Litigation, Master File No. 1:23-cv-05764-AS. DC Rainier expressly reserves the right to pursue its own claims outside the above-referenced action.

On or about February 28, 2023, DC Rainier received 3,535,119 Ordinary Shares of Hub Cyber Security Limited, as well as certain warrants, as merger consideration. Between March 20, 2024 and April 1, 2024, DC Rainier sold an aggregate of 390,672 Ordinary Shares (adjusted for a reverse-split effected in December 2023) on the open market, at prices ranging from $0.8393 to $1.0329 per Ordinary Share, for total proceeds of $367,037.18.

Questions or inquiries regarding this exclusion request may be directed to the undersigned at .

Sincerely,

DC RAINIER SPV LLC

By: Mikhail Gurevich
Its: Authorized Representative

DC RAINIER SPV LLC

May 29, 2026

VIA EMAIL AND FIRST-CLASS MAIL

In Re Hub Cyber Security Ltd. Securities Litigation, EXCLUSIONS
c/o Strategic Claims Services
600 N. Jackson St, Ste. 205
Media, PA 19063
info@strategicclaims.net

Re: Request for Exclusion in *In Re Hub Cyber Security Ltd. Securities Litigation*, No. 1:23-cv-05764-AS (S.D.N.Y.)

Dear Claims Administrator:

I write on behalf of DC Rainier SPV LLC ("DC Rainier"), located at I am an authorized representative of DC Rainier.

To the extent that it would otherwise be deemed to be in the contemplated Settlement Class, DC Rainier hereby requests exclusion from the Settlement Class in In Re Hub Cyber Security Ltd. Securities Litigation, Master File No. 1:23-cv-05764-AS. DC Rainier expressly reserves the right to pursue its own claims outside the above-referenced action.

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Questions or inquiries regarding this exclusion request may be directed to the undersigned at .

Sincerely,

DC RAINIER SPV LLC

By: Mikhail Gurevich
Its: Authorized Representative

ORIGIN ID:MTPA (212) 785-4680
MIKHAIL GUREVICH
MIKHAIL GUREVICH

SHIP DATE: 01JUN26
ACTWGT: 0.50 LB
CAD: 106339875/INET4535

BILL SENDER

TO **STRATEGIC CLAIMS SERVICES EXCLUSION**
IN RE HUB CYBER SECURITY LTD
600 N. JACKSON ST
STE. 205
MEDIA PA 19063
(610) 565-9202 REF:
INV:
PO: DEPT:

58KJ3/C6A5/484B

FedEx Express

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TUE - 02 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 0201

EE BIGA

19063
PA-US PHL

JUN 0 2 2026

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT 2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DC RAINIER SPV LLC, Plaintiff, -against- HUB CYBER SECURITY LTD. and A-LABS FINANCE & ADVISORY LTD. Defendants.	:	Index No. ____________ **VERIFIED COMPLAINT**

Plaintiffs DC Rainier SPV LLC ("Plaintiff"), by its attorneys, Sullivan & Worcester LLP, for its Verified Complaint against defendants Hub Cyber Security Ltd. ("Hub") and A-Labs Finance & Advisory Ltd. ("A-Labs" and, collectively with Hub, "Defendants"), alleges as follows:

NATURE OF THE ACTION

1. This action arises out of Defendants' fraudulent misstatements and omissions made with the intent of deceiving Plaintiff into consummating a de-SPAC merger transaction (the "Merger") in February 2023 between Defendant Hub and non-party Mount Rainier Acquisition Corp. ("Mount Rainier")—a special purpose acquisition company (SPAC) in which Plaintiff had invested nearly $6 million and served as sponsor.

2. Defendants' material misrepresentations and omissions to Plaintiff prior to the consummation of the Merger were knowing and egregious. Hub and A-Labs each repeatedly told Plaintiff and reported in offering documents that Hub had received private investment in public equity ("PIPE") financing commitments totaling at least $50 million. However, this was false.

3. These misrepresentations continued in various filings and other documents prepared by Hub through the process leading up to the approval and the closing of the Merger on

or about February 28, 2023, at which point the truth about the lack of financing was finally revealed to Plaintiff.

4. Hub also concealed its lack of internal controls over its financial reporting for the years preceding the Merger, and failed to disclose its knowledge of misuse and misappropriation of funds by its then-CEO and his wife (among others). These too were not revealed until well after the Merger, even though Hub was aware of improper conduct beforehand.

5. Defendants' serial misrepresentation and omissions were calculated to make Hub appear a more attractive merger candidate so that Defendants could, *inter alia*, gain access to the millions of dollars Plaintiff had invested in Mount Rainier.

6. When Defendants' misrepresentations and omissions were finally revealed upon the closing of the Merger (with additional revelations continuing afterward), Hub's stock price (including shares now held by Plaintiff) plummeted in value. Instead of being listed at a valuation of $1.28 billion, as had been projected to Plaintiff based on information provided to it by Defendants, post-merger Hub opened with a market cap of only $157 million and its stock price continued to drop precipitously thereafter. As the sponsor entity, Plaintiff lost nearly all of its original investment, sustaining damages in an amount not less than $5,080,027.

PARTIES

7. Plaintiff DC Rainier SPV LLC is a Delaware limited liability company with its principal place of business located at 256 W. 38th Street, 15th Floor, New York, New York.

8. Upon information and belief, Hub is a corporation organized and existing under the laws of Israel, with its principal place of business at 2 Kaplan Street, Tel Aviv, 6473403, Israel. Hub's ordinary shares trade on NASDAQ under the ticker symbol "HUBC."

9. Upon information and belief, A-Labs is an Israeli limited company with its principal place of business located at 18 Duvdevan Street, Kadima, Israel. Upon information and

belief, A-Labs has also done business under the name "A-Labs Advisory & Finance Ltd." (in addition to "A-Labs Finance & Advisory Ltd.").

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over each Defendant because each Defendant regularly conducts business in the State of New York and further has committed one or more of the fraudulent acts and omissions complained of herein causing injury to Plaintiff within the State of New York. Additionally, Defendants have each solicited business, derived substantial revenue and/or solicited funds for investment or sources of capital within the State of New York. Defendants should reasonably expect such acts to have consequences within the State of New York.

11. Venue is proper in this Court pursuant to CPLR 503 because Plaintiff's principal place of business is in this County and further because the events or omissions giving rise to the claims and the ensuing damages to Plaintiff occurred in this County.

BACKGROUND

12. Plaintiff is a special purpose vehicle that was formed to serve as the sponsor of the special purpose acquisition company, Mount Rainier.

13. As a special purpose acquisition company (or "SPAC"), Mount Rainier was a publicly traded company formed in February 2021 for the purpose of entering into a merger, acquisition, purchase, or other similar business combination with an existing entity. A SPAC entity is a "blank check" company, which does not have business activities; rather, a SPAC raises capital through an initial public offering and then uses that capital and/or public listing to acquire or merge with an operating business.

14. Prior to the business combination transaction described herein, Mount Rainier's

common stock was publicly traded on NASDAQ under the ticker symbol "RNER".

15. The sponsor of a SPAC is the entity that finances and controls the SPAC prior to the completion of the business combination. The sponsor typically organizes the SPAC, contributes initial capital, and plays a key role in identifying operating businesses to target for the eventual business combination transaction (the de-SPAC transaction).

16. Plaintiff served as the sponsor with respect to Mount Rainier. Along those lines, Plaintiff invested in Mount Rainier by, among other things, purchasing over $5 million worth of Mount Rainier's stock and warrants. Plaintiff made these purchases contemporaneously with Mount Rainier's initial public offering ("IPO") in 2021.

17. Overall, Mount Rainier raised nearly $176 million through its IPO, which funds were placed into a trust account pending the completion of a business combination.

18. A SPAC has a limited period (typically two years) after its initial public offering to identify and consummate a business combination transaction (*i.e.*, a de-SPAC transaction). Any such transaction must be approved by a sufficient majority of shareholders (which, here, included Plaintiff in its capacity as sponsor). If no transaction is completed within that timeframe, the SPAC is dissolved and the funds it raised are returned to the investors.

19. Following the IPO, Mount Rainier set out to locate a potential target for a merger or acquisition under the direction of its Chairman and CEO. Plaintiff was actively involved in this search process, including in communications with potential acquisition targets, their sponsors, their investors, and other affiliated parties (in the instant case, Hub and A-Labs).

<u>Merger Negotiations and Misrepresentations by Hub and A-Labs regarding PIPE Commitments</u>

20. Mount Rainier was solicited by Hub's predecessor entity, Hub Cyber Security (Israel) Ltd. ("Legacy Hub"), which described itself as a company that develops and markets

cyber security computing solutions and services for enterprises and governments. Before the merger, Legacy Hub's ordinary shares and then-existing warrants traded on the Tel Aviv Stock Exchange in Israel.

21. Legacy Hub engaged A-Labs to serve as its financial advisor and banker to assist with a merger transaction. When Mount Rainier and Legacy Hub began negotiating a contemplated merger, A-Labs was actively involved in negotiating on behalf of Legacy Hub. Additionally, Legacy Hub announced that it had designated A-Labs to act as the sole placement agent for the claimed PIPE financing in connection with the contemplated merger.

22. Upon information and belief, A-Labs is a corporate advisory and banking firm that describes itself as being "composed of highly experienced entrepreneurs, visionaries and investors with experience in IPOs, M&As, corporate branding, and advisory roles."

23. Upon information and belief, there has been at all relevant times a close affiliation and significant overlap in management between Hub and A-labs; for instance, Hub's current CEO, Noah Hershcoviz, is a founder of A-Labs and has served as a co-managing partner thereof.

24. In the de-SPAC merger context, PIPE financing is a form of capital raising in which investors commit to purchase securities of the post-merger public company in a private placement, typically priced and committed at or before the public announcement of the SPAC's merger with its target. The terms of these commitments are reflected in subscription agreements between the merged de-SPAC entity and the investor.

25. Typically, the PIPE financing closes simultaneously with the closing of the de-SPAC merger transaction, thereby providing the newly-combined company with additional capital needed for post-merger operations. This is especially critical where SPAC IPO investors were likely to redeem prior to or simultaneously with the closing of the de-SPAC transaction,

which at the time had been an increasing trend. The representation of a target company's having adequate funding is a critical component of a SPAC's decision to merge with a target company and was one of the most important factors in the decision for Mount Rainier to consummate a transaction with Hub as opposed to other targets.

26. As indicated above, A-Labs served as sole placement agent for the PIPE financing for Hub, making A-Labs responsible for identifying and securing commitments from investors to purchase shares in Hub as a newly-public de-SPAC entity upon the closing of the Merger.

27. However, during the solicitation and merger process (*i.e.*, before the Merger had been approved by Mount Rainier's shareholders including Plaintiff and before it closed), Legacy Hub and A-Labs made false representations regarding supposedly committed PIPE financing.

28. In particular, Legacy Hub and A-Labs each represented that they had secured supposedly irrevocable commitments of at least $50 million in PIPE financing for Hub from certain investors, including $10 million from A-Labs itself. These false representations were made directly to Plaintiff as well as in public filings by Legacy Hub.

29. Moreover, these misrepresentations were first made by Defendants to Plaintiff even before the Merger Agreement had even been finalized.

30. For instance, on or about February 28, 2022, Eli Reifman of A-Labs sent an email to Plaintiff and its manager (among others) on behalf of Hub which attached copies of purported subscription agreements in the aggregate amount of $50,000,000 as supposed PIPE financing commitments, including agreements executed by (i) A-Labs in the subscription amount of $10,000,000, (ii) Clover Wolf Capital LP in the subscription amount of $10,000,000, (iii) Vizerion Ltd. in the subscription amount of $5,000,000, and (iv) Mofo Holdings, LLC in the subscription amount of $25,000,000.

31. These purported subscription agreements (including the agreement between Hub and A-Labs) contain provisions stating that they are governed by New York law.

32. In the cover email, Mr. Reifman also stated, in relevant part, as follows:

> As promised, please find attached the first $50 million PIPE subscription agreements dully *[sic]* executed by the investors and company. We have multiple additional leads in various stages of progress and anticipate more to come between the BCA signing and the closing. **Please note:** A-Labs is signed on $10m[.]

33. Mr. Reifman also wrote that A-Labs was committed to a $10 million financing ("A-Labs is signed on $10m"), writing "this commitment is firm and represents $10m total at $10 per share." One of the purported subscription agreements which Mr. Reifman sent (the agreement between Hub and A-Labs) is attached hereto as Exhibit A.

34. A-Labs made these representations on behalf of itself and Legacy Hub (for which it acted as agent) for the purpose of inducing Plaintiff to continue to sponsor Mount Rainier and direct its funds toward a merger transaction with Legacy Hub.

35. It was later discovered after the Merger closed that Mr. Reifman had been sentenced to multiple years in prison in Israel for fraud at a different company. Upon information and belief, Mr. Reifman became a key person involved in the management of A-Labs, despite this.

36. Legacy Hub later made additional false representations regarding the supposedly committed PIPE financing in the amount of $50,000,000. Legacy Hub made these representations in, among other places, the offering documents for the merger and related public disclosures (including in its Form S-4 Registration Statement).

37. For instance, on March 23, 2022, Legacy Hub issued a press release stating that it had entered into a definitive business combination agreement with Mount Rainier (the "Merger

Agreement"), with Hub to be the surviving successor entity upon the closing of the merger. The referenced press release is available at https://www.prnewswire.com/news-releases/hub-security-developer-of-confidential-computing-solutions-for-enterprises--governments-to-become-publicly-traded-on-nasdaq-through-business-combination-with-mount-rainier-acquisition-corp-301508819.html.

38. This press release likewise featured statements that Hub had secured $50 million in PIPE financing commitments, including that:

> HUB entered into Subscription Agreements with Israeli and American institutional and existing [Hub] investors for gross proceeds of approximately $50 million through a private placement, representing sufficient capital to meet the minimum cash required to close the proposed transaction and to fund HUB's business plan and acquisitions.

39. The press release also stated that "[p]roceeds from the PIPE are expected to satisfy the minimum cash closing condition and will be used as working capital to support continued growth and to fund acquisitions." In other words, the $50 million in proceeds to be raised from the PIPE would be directed toward the minimum cash condition that was a requirement for the contemplated merger to close and continued listing on NASDAQ.

40. The press release further stated that Hub would have an estimated enterprise value of approximately $1.28 billion.

41. Based on these misrepresentations and others, Plaintiff elected to pursue a transaction with Hub and ultimately voted in favor of the proposed merger transaction between Mount Rainier and Legacy Hub. In other words, Plaintiff agreed to direct its nearly $6 million investment in Mount Rainier toward Hub.

42. Following the entry of the Merger Agreement, Legacy Hub continued to make representations (upon which Plaintiff relied) regarding the supposedly committed PIPE financing.

43. For instance, Legacy Hub publicly filed an investor presentation similarly stating that "[i]nstitutional investors have made irrevocable commitments to invest approximately $50 million in a PIPE financing at a valuation of $1.28 billion" and that "[t]his $50 million PIPE investment is the minimum investment amount required to close the merger transaction…"

44. Legacy Hub continued to represent that it had secured $50 million in PIPE commitments up until the closing of the merger on February 28, 2023, including in the offering documents for Hub and related public disclosures. For example, the Form S-4 Registration Statement stated that:

> qualifying Israeli and U.S. institutional investors ("the PIPE investors") committed to invest a gross US$ 50 million based on the merger company's agreed value as described above [$1.28 billion] (in a private placement) as the minimum investment commitment required for closing the merger transaction.

45. Through these repeated representations, Legacy Hub and A-Labs manufactured the illusion of a financially secure post-merger Hub with large cash reserves available to it. Based on, and in reliance upon, these representations, Plaintiff (as sponsor and a shareholder of Mount Rainier) voted in favor of the merger.

46. The assurances by Legacy Hub and A-Labs regarding the supposedly committed PIPE financing continued through the eve of the closing of the merger; for instance, in a Form 6-K dated February 3, 2023, Legacy Hub stated that it had "received an irrevocable commitment by A-Labs … to substitute a current Hub PIPE investor, Clover Wolf Fund, in the sum of US$ 10 million on the same terms."

47. Thus, Plaintiff and its principals understood and believed at all times up until the eve of the closing of the Merger on February 28, 2023 that $50 million in PIPE funds had been committed to Hub, and that Hub would have access to those funds upon the close of the Merger.

48. However, Defendants' representations were false, as the PIPE financing had not actually been committed. Nor did A-Labs ever provide a "substitute" investor for Clover Wolf, despite Defendants' representation that it would.

49. The truth regarding the lack of PIPE financing was finally revealed to Plaintiff on the eve of the Closing of the Business Transaction, on or about February 28, 2023, when the newly-merged (and public) Hub entity finally disclosed that the PIPE financing was not actually committed and had not been received.

50. On March 1, 2023, Hub filed a Form 6-K with the SEC announcing the effectiveness of the merger and stating, in relevant part, that the $50 million in PIPE Financing "did not consummate at closing of the Business Combination." No reason or explanation was provided regarding the failure of the supposedly "committed" financing to materialize.

51. Nor, upon information and belief, did Hub or A-Labs take any action at the time to enforce the supposedly irrevocable subscription agreements regarding the PIPE investors' commitments (even though they had been presented to Plaintiff as written agreements which would have been presumptively enforceable). Instead, upon information and belief, Defendants acted as though the supposed PIPE commitments and related subscription agreements simply did not exist.

52. Defendants' inexplicable refusal to take any further action with respect to the purported PIPE investors (including, but not limited to, A-Labs) indicates that the purported commitments and subscription agreements memorializing them were, in fact, a sham from the outset, meant to deceive Plaintiff into approving the Merger with Hub and directing the funds it had invested in Mount Rainier to Hub upon the closing of the Merger.

53. Making matters worse, Hub then requested from Plaintiff's manager—Dominion

Capital LLC ("Dominion Capital")—a short-term bridge loan to provide liquidity for post-closing operations in the absence of the PIPE financing. Seeing no choice but to keep the newly public company afloat given the revelation of Hub's lack of financing, Dominion Capital agreed to provide an additional $2.5 million loan to Hub in exchange for a promissory note ("Promissory Note").

54. However, Hub baselessly refused to pay the Promissory Note and within three months was in default. Dominion Capital was forced bring an action to enforce the Promissory Note in the Supreme Court for the State of New York, New Yok County (the "New York Court"), styled *Dominion Capital LLC v. Hub Cyber Security Ltd.*, No. 656000/2023. Over Hub's completely meritless resistance, the New York Court granted Dominion Capital's motion for summary judgment and awarded it $3.6 million in principal and interest, plus $610,000 in attorneys' fees.

55. Taken together, the intent of Hub and A-Labs (with their affiliation and overlapping personnel, and with A-Labs acting on behalf of Hub) is self-evident: they made false representations and omissions regarding the supposed PIPE financing in order to paint a falsely rosy picture of Hub and the funds that would be available to it upon the closing of the Merger. This induced Plaintiff to approve the Merger and direct its investment in Mount Rainier to Hub, thereby giving Hub and its officers and directors control over the company and the funds Plaintiff had invested. That Hub promptly defaulted and refused to repay its loan to Plaintiff's manager further indicates this motive. In other words, the events make clear the improper lengths to which Hub went to gain access to funds from Plaintiff's manager (as it did to Plaintiff here).

56. A recent disclosure by Hub further indicates that the purported PIPE commitments were a sham. On December 31, 2025 (at which point Plaintiff was no longer a

stockholder of Hub), Hub filed a Form 6-K with the SEC in which Hub disclosed, among other things, that it had entered into a purported "settlement agreement" with A-Labs, as well as two other entities which had been identified to Plaintiff as PIPE investors (MOFO Holdings LLC and Viserion Ltd.). According to the disclosure, the settlement agreement did not result in any payments from any of the investors to Hub, with Hub and the PIPE investors (including A-Labs) purportedly granting each other mutual releases.

57. That Hub waited years to assert any purported contractual claims against A-Labs and the other supposed PIPE investors (even though the investors' breaches were seemingly clear and incontrovertible), and then released its "claims" for non-payment, indicates that neither Hub nor the investors (including A-Labs) ever intended to abide by (or enforce) their commitments.

58. After the lack of PIPE financing was revealed upon the closing of the Merger, the price of Hub's stock (which was now the form of Plaintiff's investment) promptly plummeted.

59. Instead of the pre-listing valuation of nearly $1.3 billion (as had been projected to Plaintiff), Hub's overall market capitalization fell within days following the closing of the Merger to $157 million (with Plaintiff's share a small fraction of that, far below the nearly $6 million it had invested in Mount Rainier). Hub's stock has continued to decline precipitously since then, effectively erasing Plaintiff's investment.[1] Upon information and belief, the market capitalization of Defendant Hub is approximately US $5 million as of the date of this Complaint.

Theft and Mismanagement Concealed

60. Defendants' misrepresentations and omissions were not limited to the supposed PIPE financing. It was later revealed (again, only after the Merger had closed) that Hub had also

[1] Hub and its officers and directors have also been sued by stockholders in a class action suit alleging, *inter alia*, violations of Sections 11 and 12(a)(2) of the Securities Act of 1933. *See In Re Hub Cyber Security Ltd. Securities Litigation*, No. 23-cv-05764-AS (S.D.N.Y). A proposed settlement in that action is currently pending. *See* id. at Dkt. No. 140.

deliberately concealed its lack of internal controls, including the embezzlement and theft by its CEO and other officers which depleted the company's assets.

61. In February 2023 (*i.e.*, shortly before the consummation of the Merger), Hub abruptly replaced its then-CEO, Eyal Moshe. Without identifying a reason, the company announced in its Form 6-K dated February 3, 2023 simply that Mr. Moshe had resigned for reasons unrelated to "any matters relating to the Company's operations, policies or practices."

62. However, subsequent disclosures after the Merger revealed that Mr. Moshe was removed for precisely those reasons (*i.e.*, violation of company policies).

63. Indeed, Hub revealed in subsequent, post-Merger SEC filings (including in April 2023 and its Form 20-F dated August 15, 2023) that Mr. Moshe and his wife had "misappropriated" approximately $582,000 for improper personal expenses, including renovations of their private residence, along with engaging in other "potential fraudulent actions". The company also disclosed on April 20, 2023 that it was investigating "certain unexplained expenses" estimated at approximately 2.5 million Israeli New Shekels.

64. Hub also disclosed in its Form 20-F dated August 15, 2023 that its controller had improperly used company credit cards for significant personal expenses, and that its then-CEO (Mr. Moshe) had known of and permitted these improper expenses.

65. None of these issues were revealed to Plaintiff (despite it being the sponsor of Mount Rainier) prior to the Merger closing.

66. An April 2023 news article reported that Hub did not timely reveal the true reason for Mr. Moshe's departure in February 2023 "in order not to rock the ship" before the Merger closed.[2]

[2] Available at https://www.calcalistech.com/ctechnews/article/r1y5ms0fh.

67. Hub also revealed in its Form 20-F dated August 15, 2023—once again, only after the Merger had already closed—that its "internal control over financial reporting was ineffective as of each of December 31, 2022 and 2021."

68. But by that point the damage was done. Plaintiff had already relied on that pre-Merger financial reporting, Hub had gained access to the public company, and the funds Plaintiff had provided to and invested in Mount Rainier were effectively lost in their entirety.

69. Hub's stock declined precipitously after the closing of the Merger. Plaintiff has sold all its shares of Hub's stock, with its final sale occurring on or about April 1, 2024. Accordingly, Plaintiff has not been a stockholder of Hub since that time.

70. When Plaintiff sold its shares, the share price was a small fraction of the post-Merger opening price, with Plaintiff suffering net losses of at least $5,080,027 (*i.e.*, nearly all of its original investment in Mount Rainier, which it was induced to direct toward Hub through the Merger).

FIRST CAUSE OF ACTION
(Fraud against All Defendants)

71. Plaintiff repeats and realleges each and every allegation above as if fully set forth herein.

72. Legacy Hub and A-Labs each made material misrepresentations and/or omissions regarding the purported PIPE commitments for Hub following the Merger. Additionally, Legacy Hub (and post-Merger Hub) made material misrepresentations and/or omissions regarding the lack of controls and noncompliance with company policies by its officers, including by intentionally concealing the theft of company assets by its CEO, Mr. Moshe.

73. Defendants' false representations include, without limitation, the email from Eli Reifman of A-Labs (as placement agent for Hub) to Plaintiff regarding the supposed PIPE

financing commitments. On behalf of A-Labs and Hub, Mr. Reifman provided Plaintiff and its manager with copies of purported subscription agreements executed by A-Labs and other purported investors (totaling $50 million of PIPE commitments), while also representing that A-Labs had committed to fund $10 million.

74. Additionally, Legacy Hub made numerous SEC filings and investor presentations referenced this purportedly "committed" and "irrevocable" funding, including an investor presentation transcript filed on April 5, 2022 in which Eyal Moshe, Hub's then-CEO stated, among other things, that "Investors have made irrevocable commitments to invest approximately $50 million in a PIPE financing at a valuation of $1.28 billion" and that "[t]his $50 million PIPE investment is the minimum investment amount required to close the merger transaction…."

75. Hub continued to make misrepresentations and/or omissions regarding the supposedly committed PIPE financing in SEC filings and other statements to Plaintiff until the eve of the closing of the Merger in late February 2023.

76. Defendants' representations, in whole or in part, were materially false. Hub later revealed upon the close of the Merger that the supposedly committed PIPE financing was never consummated. Moreover, Defendants were aware of the blatant falsity of these representations; the purported agreements that were provided to Plaintiff were, in fact, sham agreements, as subsequent events confirmed (including Hub's failure to take meaningful action against A-Labs or the other purported PIPE investors, and Hub's ultimate "release" of any claims against them without receiving any payment in exchange).

77. Additionally, Hub made material misrepresentations and/or omissions regarding its lack of internal controls, the embezzlement by its former CEO, and inaccurate financial reporting from the pre-Merger period. Hub concealed all of this from Plaintiff and did not reveal the truth until months after the Merger (at the earliest, in April 2023, with additional details not revealed until August 2023 in Hub's Form 20-F).

78. Defendants knew, or were reckless in not knowing, that each of the above representations and/or omissions were false and misleading. Defendants made such material misrepresentations and/or omissions with the intent to induce Plaintiff to direct the funds it had invested in Mount Rainier toward Hub by voting to approve the Merger Agreement and continuing to sponsor Mount Rainier, so that the Merger would close and Hub could access the funds Plaintiff had invested.

79. Plaintiff reasonably relied on Defendants' representations regarding funding, considering that, among other things, Hub disclosed the commitments in its public SEC filings and A-Labs sent Plaintiff executed copies of the Subscription Agreements (including A-Labs' own purported subscription in the amount of $10 million). Plaintiff's reliance was reasonable because the false nature of Defendants' misrepresentations was solely within Defendants' knowledge, and Plaintiff had no practicable means of ascertaining the truth. Defendants continued to misrepresent and/or conceal the truth from Plaintiff regarding the lack of PIPE financing until the closing of the Merger.

80. The truth about the lack of PIPE funding (including from A-Labs) was finally revealed to Plaintiff only upon the closing of the Merger on or about February 28, 2023 (at which point it was too late for Plaintiff to change its position with respect to the Merger). Furthermore,

Hub did not reveal the truth regarding its internal mismanagement and embezzlement until well after the Merger had closed.

81. As a result of Defendants' misrepresentations and/or omissions, Plaintiff has suffered damages in an amount to be determined at trial, but not less than $5,080,027.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment in favor of Plaintiff and against Defendants as follows:

(i) Awarding Plaintiff damages an amount to be determined at trial, but not less than $5,080,027, plus pre- and post-judgment interest;

(ii) Awarding Plaintiff its attorneys' fees and costs; and

(iii) Awarding such other and further relief as the Court deems just and proper.

Dated: New York, New York
February 3, 2026

SULLIVAN & WORCESTER LLP

By: /s/Christopher K. Shields
Christopher K. Shields

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New York, New York 10020
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Attorneys for Plaintiff DC Rainier SPV LLC

VERIFICATION

Mikhail Gurevich, pursuant to CPLR § 2106, states:

I am an authorized representative of Plaintiff DC Rainier SPV LLC. I affirm this 3rd day of February 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing complaint is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters, I believe them to be true. I understand that this document may be filed in an action or proceeding in a court of law.

MIKHAIL GUREVICH

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE XL FLEET CORP. SECURITIES LITIGATION	Case No. 1:21-cv-02002-JLR

[PROPOSED] ORDER AWARDING ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES

This matter came on for hearing on June 29, 2026 (the "Settlement Hearing") on Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was mailed or emailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *Investor's Business Daily* and was transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and Litigation Expenses requested,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated December 9, 2025 (the "Stipulation"; ECF No. 138-1) and all capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

3. Notice of Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for an award of attorneys' fees and expenses satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 77z-1, as amended), due process, and all other applicable law and rules, constituted the best

notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Lead Counsel are hereby awarded attorneys' fees in the amount of _____% of the Settlement Fund and $___________________ in reimbursement of Lead Counsel's litigation expenses (which fees and expenses shall be paid from the Settlement Fund), which sums the Court finds to be fair and reasonable. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which it, in good faith, believes reflects the contributions of such counsel to the institution, prosecution and settlement of the Action.

5. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) The Settlement has created a fund of $11,000,000 in cash that has been funded into escrow pursuant to the terms of the Stipulation, and that numerous Settlement Class Members who submit acceptable Claim Forms will benefit from the Settlement that occurred because of the efforts of Lead Counsel;

(b) Copies of the Postcard Notice were either mailed, or a link to the Notice and Claim Form emailed, to over 35,220 potential Settlement Class Members and nominees stating that Lead Counsel would apply for attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund and reimbursement of Litigation Expenses in an amount not to exceed $205,000. There were no objections to the requested attorneys' fees and expenses;

(c) Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(d) The Action raised a number of complex issues;

(e) Had Lead Counsel not achieved the Settlement there would remain a significant risk that Plaintiffs and the other members of the Settlement Class may have recovered less or nothing from Defendants;

(f) Lead Counsel devoted more than 2,224 hours, with a lodestar value of approximately $2,170,890 to achieve the Settlement; and

(g) The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases.

6. Lead Plaintiff Aryeh Agam is hereby awarded $_______________ from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to his representation of the Settlement Class.

7. Lead Plaintiff Shimon Aharon is hereby awarded $_______________ from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to his representation of the Settlement Class.

8. Named Plaintiff Rodrigue Fodjo is hereby awarded $_______________ from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to his representation of the Settlement Class

9. Named Plaintiff Dustin Green is hereby awarded $_______________ from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to his representation of the Settlement Class.

10. Any appeal or any challenge affecting this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the Judgment.

11. Exclusive jurisdiction is hereby retained over the Parties and the Settlement Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

12. In the event that the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, this Order shall be rendered null and void to the extent provided by the Stipulation.

13. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _______ day of ______________, 2026.

____

THE HONORABLE ARUN SUBRAMANIAN
UNITED STATES DISTRICT JUDGE

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUB CYBER SECURITY LTD.	Master File No. 1:23-cv-05764-AS

[PROPOSED] ORDER APPROVING
PLAN OF ALLOCATION OF NET SETTLEMENT FUND

This matter came on for hearing on June 29, 2026 (the "Settlement Hearing") on Plaintiffs' motion to determine whether the proposed plan of allocation of the Net Settlement Fund ("Plan of Allocation") created by the Settlement achieved in the above-captioned class action (the "Action") should be approved. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was mailed or emailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *Investor's Business Daily* and was transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the proposed Plan of Allocation,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order approving the proposed Plan of Allocation incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated December 9, 2025 (the "Stipulation"; ECF No. 138-1) and all capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order approving the proposed Plan of Allocation, and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

3. Notice of Plaintiffs' motion for approval of the proposed Plan of Allocation was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for approval of the proposed Plan of Allocation satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 77z-1, as amended), due process,

and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. The Notice, which included the Plan of Allocation, was available to potential Settlement Class Members and nominees on the Settlement Website and no objections to the proposed plan were submitted.

5. The Court hereby finds and concludes that the formula for the calculation of the claims of Claimants as set forth in the Plan of Allocation mailed to Settlement Class Members provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Settlement Class Members with due consideration having been given to administrative convenience and necessity.

6. The Court hereby finds and concludes that the Plan of Allocation is, in all respects, fair and reasonable to the Settlement Class.

7. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _______ day of ______________, 2026.

____
THE HONORABLE ARUN SUBRAMANIAN
UNITED STATES DISTRICT JUDGE