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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

This Document Relates To:

ALL ACTIONS

Case No. 2:24-cv-02630-CBM-KS

**DECLARATION OF LUCAS E.
GILMORE IN SUPPORT OF LEAD
PLAINTIFF'S UNOPPOSED
(1) MOTION FOR FINAL APPROVAL
OF PROPOSED CLASS ACTION
SETTLEMENT AND (2) MOTION FOR
AN AWARD OF ATTORNEYS' FEES,
LITIGATION EXPENSES, AND
SERVICE AWARD**

Hearing Date: Tuesday, February 17, 2026
Hearing Time: 10:00 a.m.
Courtroom: Courtroom 8D, 8th Floor
Judge: Hon. Consuelo Marshall

1 I, Lucas Gilmore, declare as follows:

2 1. I am an attorney admitted before this Court. I am a Partner at Hagens
3 Berman Sobol Shapiro LLP (“Hagens Berman”), counsel for Lead Plaintiff George
4 Lang (“Lang” or “Lead Plaintiff”) and Court-appointed Lead Counsel in the above-
5 titled action (the “Action”).

6 2. I submit this declaration in support of Lead Plaintiff’s (1) Motion for
7 Final Approval of Proposed Class Action Settlement and (2) Motion for an Award of
8 Attorneys’ Fees, Litigation Expenses, and Service Award (the “Fee and Expense
9 Motion”). The following statements are based on my personal knowledge through
10 my direct involvement in this litigation and information provided by other attorneys
11 working under my supervision, and if called upon to do so, I could and would testify
12 competently thereto.¹

13 **I. INTRODUCTION**

14 3. The proposed Settlement before the Court provides for the resolution of
15 all claims in the Action in exchange for a cash payment of \$7,300,000 for the benefit
16 of the Settlement Class. As detailed herein, the Settlement provides a significant
17 benefit to the Settlement Class by conferring a substantial, certain, and near-term
18 recovery, while avoiding the significant risks of continuing litigation, including the
19 risk that the Settlement Class could recover nothing or less than the Settlement
20 Amount.

21 4. The proposed Settlement is the result of extensive efforts by Lead
22 Plaintiff and Lead Counsel, which included, among other things: (i) extensive
23 investigation into the alleged claims asserted against Defendants, which was assisted
24 by Lead Counsel’s in-house investigator and by consultations with expertise in
25

26 ¹ All capitalized terms not defined herein shall have those meanings as set forth
27 in the Stipulation and Agreement of Settlement dated May 5, 2025 (“Stipulation”),
28 attached hereto as **Exhibit 1**. Emphasis is added and citations are omitted throughout
unless otherwise noted.

1 market efficiency, loss causation, and damages; (ii) the drafting and filing of a 44-
2 page, highly detailed Amended Consolidated Class Action Complaint for Violations
3 of the Federal Securities Laws (the “Complaint,” ECF No. 67); (iii) a round of
4 motion-to-dismiss briefing; (iv) extensive settlement negotiations, which included
5 the drafting of a substantial mediation statement and participation in a virtual
6 mediation session with Jed D. Melnick, Esq. of JAMS on April 14, 2025, an
7 experienced and highly respected mediator of complex class actions, ultimately
8 resulting in the acceptance of a mediator’s recommendation to settle; and
9 (v) engaging in negotiations related to the Stipulation and its exhibits prior to its
10 execution. From these and other efforts, Lead Plaintiff and Lead Counsel had a
11 thorough understanding of the arguments, evidence, and potential witnesses that
12 would inform the trial and were well-informed of the strengths and weaknesses of
13 the claims against the Defendants at the time we achieved the proposed Settlement.
14 Accordingly, Lead Plaintiff and Lead Counsel believe that the Settlement is in the
15 best interest of the Settlement Class.

16 5. In addition, Lead Plaintiff actively participated in the Action and closely
17 supervised the work of Lead Counsel, and he strongly endorses the approval of the
18 Settlement. *See* Declaration of George Lang, attached hereto as **Exhibit 2** (“Lang
19 Decl.”).

20 6. As discussed later in this declaration, the proposed Plan of Allocation—
21 developed with the input of Lead Plaintiff’s damages consultant—provides for the
22 equitable distribution of the Net Settlement Fund to Settlement Class Members who
23 submit Claims on a *pro rata* basis fairly based on losses attributable to the alleged
24 fraud.

25 7. In securing the proposed Settlement, Lead Counsel worked diligently
26 and efficiently to achieve the proposed Settlement in the face of substantial risks.
27 Lead Counsel prosecuted the Action on a fully contingent basis and advanced all
28 litigation-related expenses. Accordingly, Lead Counsel solely bore the risk of an

1 unfavorable result, including no recovery whatsoever. Further, by the time this
2 Action was litigated, Luna's market capitalization had collapsed, the company had
3 been delisted from NASDAQ, it had ceased issuing public financial disclosures, and
4 it was relying on financing from its largest investor simply to remain operational.
5 There was a very real risk that continued litigation could have resulted in no recovery
6 at all. Based on the efforts in achieving in the Settlement, Lead Counsel requests
7 attorneys' fees in the amount of 30% of the Settlement Fund, and payment of
8 \$40,494.65 in litigation expenses incurred in the institution, prosecution, and
9 settlement of the Action. As discussed more fully in the Fee and Expense Motion,
10 the requested fee is reasonable compared to awards in other securities class actions,
11 and considering the efforts of Lead Counsel, the results achieved in the Action, and
12 the risks and complexity of the litigation. Lead Counsel also respectfully submits that
13 the expenses it incurred in litigating the Action (\$40,494.65) were expended for the
14 benefit of the Settlement Class and therefore warrant approval. Finally, the requested
15 service award for Lead Plaintiff, \$3,500, is reasonable given Lead Plaintiff's
16 substantial commitment to the Class.

17 II. BACKGROUND

18 A. Commencement of the Action

19 8. On April 1, 2024, plaintiff Eyad Karzoun filed the first of several
20 putative related class actions styled *Karzoun for Luna Innovations, Inc. et al.* (ECF
21 No. 1), alleging violations of federal securities laws against Luna Innovations Inc.,
22 Scott A. Graeff, Eugene J. Nastro, and George Gomez-Quintero (collectively, the
23 "Defendants"). On May 15, 2024, Lee Michael Thompson filed a related putative
24 class action styled *Thompson v. Luna Innovations Incorporated, et al.*, No. 2:24-cv-
25 04068 (C.D. Cal.), alleging violations of federal securities laws against Defendants.

26 9. Following the submission of various motions to appoint lead plaintiffs
27 and lead counsel, by order dated October 11, 2024 (ECF No. 47), the Court
28 consolidated the *Karzoun* and *Thompson* actions for all purposes, appointed Mr. Lang

1 as Lead Plaintiff, and appointed Hagens Berman Sobol Shapiro LLP as Class Counsel
2 in this Action.

3 **B. The Comprehensive Pre-Filing Investigation, Preparation of the**
4 **Complaint, and the Defendants' Motion to Dismiss the Complaint**

5 10. Following Lead Counsel's appointment, I and other members of the
6 Firm's litigation team conducted a comprehensive investigation into Defendants'
7 allegedly wrongful acts. The investigation included, among other things, the review
8 and analysis of (i) the Company's public filings with the SEC; (ii) research reports
9 from securities and financial analysts; (iii) the Company's press releases and reports;
10 (iv) the Company's website and marketing materials; (v) media reports concerning
11 the Company and other facts related to this action; and (vi) price and volume data for
12 Company securities.

13 11. Lead Counsel also supervised and directed Kevin Naughton, an in-house
14 private investigator employed by the firm, who conducted an investigation that
15 involved, among other things, contacting 27 former Luna employees and other
16 sources of relevant information. Mr. Naughton conducted 6 witness interviews.

17 12. Lead Counsel further conferred with Fideres Partners LLP, an economic
18 consulting firm, on loss causation-, market efficiency- and damage-related issues.

19 13. Lead Plaintiff filed the operative Complaint on October 11, 2024. ECF
20 No. 67. In the operative Complaint, Lead Plaintiff alleged that during the period
21 between May 16, 2022 and April 19, 2024 (the "Class Period"), the Defendants made
22 materially false and misleading statements in violation of § 10(b) of the Securities
23 Exchange Act of 1934 ("Exchange Act"), Rule 10b-5 promulgated thereunder, and
24 § 20(a) of the Exchange Act, which caused the price of Luna securities to trade at
25 artificially inflated prices. *Id.* ¶ 1. Specifically, Lead Plaintiff alleged that the
26 Defendants misled investors by failing to disclose that Luna's financial statements
27 from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue,
28 would require restatement, and were supported by ineffective disclosure controls and

1 procedures that did not provide reasonable assurance regarding the reliability of
2 financial reporting and the preparation of financial statements for external purposes
3 in accordance with generally accepted accounting principles. *Id.* ¶¶ 32–91. As a
4 result, the company’s public statements about its business and prospects were
5 materially false or lacked a reasonable basis. *Id.* Lead Plaintiff alleged that persons
6 who purchased Luna securities during the Class Period suffered economic losses
7 when the price of Luna securities declined as a result of a series of corrective
8 disclosures between March 12, 2024, and April 25, 2024. *Id.* ¶¶ 92–103.

9 14. On December 10, 2024, Defendants filed three separate motions to
10 dismiss the Complaint, totaling 47 pages of substantive briefing, along with dozens
11 of supporting documents. ECF Nos. 70, 71, 73. Defendants challenged virtually all
12 aspects of the Complaint, asserting that it should be dismissed for multiple reasons:
13 that it failed to plead falsity with specificity, relying instead on a pending restatement
14 without identifying violated GAAP principles or clearly false statements; that it
15 lacked particularized allegations of materiality, improperly inferring it from
16 hindsight and a stock drop; and that it did not adequately plead scienter, relying on
17 executive titles and personnel changes without citing insider knowledge or
18 supporting evidence. Additionally, Defendants contended that the scheme liability
19 claim merely repackages the alleged misstatements without alleging distinct
20 manipulative conduct, and that the Section 20(a) control person claims failed due to
21 the lack of a primary violation and insufficient allegations showing actual control by
22 certain executives over the false statements.

23 15. Lead Plaintiff opposed the motion on January 24, 2025 (ECF No. 76),
24 filing an omnibus opposition containing 36 pages of briefing, as well as a request for
25 judicial notice of a supporting document. ECF No. 77. To prepare the opposition to
26 Defendants’ motions to dismiss, Lead Plaintiff undertook a comprehensive and
27 methodical review of the amended complaint, the motions, and the applicable legal
28 standards under the PSLRA and Rule 12(b)(6). Lead Plaintiff reexamined the full

1 factual record, including public filings, market data, and Luna's admissions regarding
2 revenue misstatements and control deficiencies. Lead Plaintiff also analyzed a wide
3 body of case law addressing falsity, scienter, and scheme liability, and carefully
4 structured their brief to align the allegations with precedent from both the Ninth
5 Circuit and other relevant jurisdictions. Finally, the litigation team collaborated
6 intensively to craft a clear, persuasive narrative showing that Defendants' misconduct
7 was not only plausible, but compellingly supported by concrete facts and judicially
8 noticeable events.

9 16. In response to Defendants' motion to dismiss, Lead Plaintiff argued that
10 the Complaint plausibly alleges securities fraud by detailing a years-long fraudulent
11 revenue recognition scheme at Luna Innovations. Lead Plaintiff contended that
12 Defendants' arguments fail because the company has admitted to materially false
13 financial statements spanning multiple quarters, including admissions of GAAP
14 violations and internal control failures, and these admissions satisfy the pleading
15 requirements for falsity and materiality. Lead Plaintiff rejected Defendants' claim
16 that the absence of a formal restatement nullifies falsity, noting that Luna has now
17 announced it will not file restated financials, reinforcing the plausibility of fraud.
18 Regarding scienter, Lead Plaintiff pointed to the obviousness of the accounting
19 violations, the abrupt departure of key executives, including the CEO's termination
20 for cause, and Defendants' access to relevant financial information, all of which
21 support a strong inference of intent or recklessness. Lead Plaintiff also argued that
22 the SOX certifications, statements about internal controls, and attributions of revenue
23 growth were materially false and not mere puffery. Finally, Lead Plaintiff maintained
24 that the scheme and control person liability claims are properly pled based on the
25 active roles the Individual Defendants played in the fraud, and he urged the Court not
26 to allow Defendants to avoid liability simply by withholding corrective disclosures.

27 17. Defendants filed replies in support of their motions on February 11,
28 2025, totaling another 29 pages of substantive briefing. ECF Nos. 79, 80, 82. In their

1 replies, Defendants reinforced their claim that Lead Plaintiff had failed to meet the
2 heightened pleading standards. These briefs reflected the continued seriousness with
3 which Defendants contested the allegations and underscored that the motion to
4 dismiss stage was a critical battleground in the case. The reply briefs helped clarify
5 the issues in dispute and further demonstrated that the allegations had been fully
6 tested, positioning the Court to rule with the benefit of a complete record.

7 18. On February 26, 2025, while the motions to dismiss were pending, Lead
8 Plaintiff filed a request for judicial notice of additional documents. ECF No. 83. Lead
9 Plaintiff identified a Form 8-K filed by Luna on February 21, 2025, as well as a letter
10 from Ernst & Young (“E&Y”) to the SEC that was attached to Luna’s
11 contemporaneously filed 8-K. *Id.* Lead Plaintiff explained that the documents in
12 question were SEC filings, the accuracy of which are not reasonably subject to
13 dispute, and therefore were properly subject to judicial notice. *Id.* Lead Plaintiff
14 offered the documents to demonstrate what Luna and E&Y said to the market on or
15 about February 21, 2025, about the circumstances leading to E&Y’s resignation from
16 the engagement to audit the Luna’s consolidated financial statements for the year
17 ended December 31, 2023 and that E&Y would not stand for reappointment as the
18 Company’s independent public accounting firm. *Id.*

19 19. Defendants’ motions to dismiss were set for hearing on March 11, 2025,
20 and Lead Counsel had spent time preparing for that hearing. This preparation
21 included further study of the operative complaint, Defendants’ motions to dismiss,
22 Lead Plaintiff’s omnibus opposition, Defendants’ reply briefs, and dozens of
23 associated documents; an analysis of this Court’s previous motion to dismiss rulings
24 and oral argument practices; further legal research; and preparation of detailed
25 outlines for the hearing. Days before the hearing, on March 6, 2025, this Court
26 entered the Parties’ stipulation withdrawing the motion papers without prejudice,
27 vacating the upcoming hearing, and temporarily staying the action to allow the
28 Parties to pursue private mediation. ECF No. 85.

C. Mediation Efforts and Settlement Negotiations

20. During the litigation stay, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. Mr. Melnick is a highly regarded mediator and special master known for resolving over a thousand complex, high-stakes disputes worldwide. Recognized by Chambers and Partners and twice named an ADR Champion by The National Law Journal, he has been praised for his persistence, creativity, and collaborative approach.

21. In advance of mediation, Lead Plaintiff prepared an extensive mediation brief. This process involved further detailed study of all relevant documents, formulation and analysis of various damages models, an investigation into Defendants' ability to satisfy a judgment against it, the results of other mediations in similar cases, the range of possible outcomes if the case were not to settle, and internal discussions regarding tactics and strategy.

22. After receiving Defendants' mediation brief, Lead Plaintiff conducted a thorough review and analysis to assess the strengths and weaknesses of Defendants' positions. This included cross-referencing their arguments with the evidentiary record, testing the assumptions and methodology underlying their damages analysis, and evaluating their narrative against case law and the procedural posture of the litigation. Lead Plaintiff then conducted a series of internal strategy sessions to refine his approach, anticipate Defendants' likely moves during mediation, and prepare counterarguments and proposals grounded in both legal merit and practical leverage.

23. The parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. The mediation was a full-day, hard-fought process marked by extensive back-and-forth between the parties. The mediator was deeply engaged, rigorously testing the assumptions behind the parties' claims and damages analysis, and challenging both sides to justify their legal positions in the face of the defenses raised.

1 24. After a full day of negotiations, the Mediator issued a mediator's
2 recommendation that the Action be settled for \$7,300,000, which the Parties
3 conditionally accepted.

4 25. Lead Counsel spent significant time and effort in negotiating, drafting,
5 and revising the settlement agreement, the preliminary approval motion, and the
6 notices to be sent to all class members.

7 **D. Preliminary Approval of the Settlement**

8 26. On September 19, 2025, the Court issued its order granting preliminary
9 approval to the proposed Settlement. *See* ECF No. 107.

10 27. The Settlement Class includes “all Persons who purchased or otherwise
11 acquired Luna securities between May 16, 2022, and April 19, 2024, inclusive (the
12 ‘Class Period’), and were damaged thereby.” *See* Stipulation at ¶ 1.40.²

13 **III. THE RISKS OF CONTINUED LITIGATION**

14 28. Through the non-revisionary cash payment of \$7,300,000, the
15 Settlement provides an immediate and certain benefit to the Settlement Class. As
16 explained below, there were substantial risks that the Settlement Class might recover
17 significantly less than the Settlement Amount—or even nothing at all—if the case
18 were to proceed to a jury trial and was inevitably appealed.

21 ² Excluded from the Settlement Class are: (i) the Defendants; (ii) Immediate
22 Family Members of Defendants Scott A. Graeff, Eugene J. Nastro, and George
23 Gomez-Quintero; (iii) any person who is or was an officer or director of Luna;
24 (iv) any firm or entity in which Defendants have or had a majority ownership interest;
25 (v) Luna's liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of
26 Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the legal
27 representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or
28 assigns of any excluded person or entity, in their respective capacity as such. Also
excluded are any Persons or entities who properly exclude themselves by filing a
valid and timely request for exclusion in accordance with the requirements set by the
Court. *See* Stipulation at ¶ 1.41.

A. Risks to Proving Liability

29. Lead Plaintiff and Lead Counsel faced numerous risks at the motion to dismiss stage, particularly considering the PSLRA's heightened pleading standard. Throughout the litigation, Defendants strongly argued that Lead Plaintiff could not establish the elements of the Exchange Act claims.

30. For example, as to falsity, Defendants argued that the Complaint fails to adequately plead falsity because it relies primarily on a pending restatement without specifying what GAAP principles were violated or which specific statements were false. They asserted that non-financial statements, SOX certifications, and general opinions or puffery (e.g., confidence in the business) are non-actionable. Gomez-Quintero argued that the statements attributed to him—such as a SOX certification and general performance commentary—are not shown to be false when made.

31. As to materiality, Defendants argued that the Complaint offers no particularized allegations showing how any individual statement was materially misleading. Instead, they said that Lead Plaintiff improperly presumes materiality based on hindsight and the occurrence of a stock drop, which courts have held is not enough by itself under the PSLRA.

32. As to scienter, Defendants asserted that the Complaint relies solely on an unreleased restatement, executive titles, and speculative inferences from personnel changes. Luna and Graeff contended that no confidential witnesses, insider stock sales, or internal documents are cited to support knowledge or recklessness, and that there are no specific allegations that the executives had access to information contradicting their public statements or that the nature of the misstatements was so obvious it would have been absurd for them to be unaware. Gomez-Quintero and Nestro separately argued that there are no individualized allegations of scienter against them at all.

33. As to scheme liability, Defendants argued that the claim failed because the Complaint merely repackages the same alleged misstatements and omissions

1 under a different label. They contended that the Complaint alleged no manipulative
2 acts or deceptive practices distinct from the alleged misstatements.

3 34. As to control person liability, Defendants argued that the Section 20(a)
4 claims must be dismissed because there is no adequately pled primary violation of
5 Section 10(b), a necessary predicate for control person liability. Further, Gomez-
6 Quintero and Nestro argued that the Complaint fails to allege any facts showing they
7 had actual power or control over the individuals who made the allegedly false
8 statements. They contended that conclusory assertions about their officer roles are
9 insufficient, especially where the Complaint did not explain how they exercised
10 control over the company's public disclosures or accounting decisions.

11 **B. Risks to Proving Loss Causation and Damages**

12 35. If Lead Plaintiff overcame the risks in proving falsity and scienter and
13 successfully established Defendants' liability, Lead Plaintiff would have confronted
14 challenges in establishing loss causation and class-wide damages.

15 36. While Lead Plaintiff maintained that the decline in Luna's share price
16 was fully attributable to correction of the alleged misstatements and omissions,
17 Defendants likely would have argued that Lead Plaintiff's damages figure was
18 inflated, contending that a multi-day drop is not recoverable in an efficient market.
19 Defendants likely would further aver that only a portion of Lead Plaintiff's and
20 Class's losses could be attributed to Defendants' alleged misstatements and
21 omissions and thus Lead Plaintiff would have to disaggregate the effects of
22 Defendants' alleged wrongdoing from other marketwide events or adverse company-
23 specific information unrelated to the fraud. Defendants would have also likely argued
24 that the severity of the fraud varied throughout the Class Period and therefore
25 Defendants likely would have argued that the fraud premium was not constant
26 throughout the Class Period, making damages difficult to prove. Defendants likely
27 also would have challenged classwide reliance for options traders, given potential
28 challenges to market efficiency for options.

1 37. Addressing these challenges would require extensive and costly expert
2 discovery, resulting in an inevitable “battle of the experts” at the summary judgment
3 stage and at trial.

4 38. Had any of Defendants’ damages arguments been accepted, they could
5 have dramatically limited—if not outright eliminated—any potential recovery for the
6 Class.

7 **C. Other Risks**

8 39. Barring the Settlement, this case would require the expenditure of
9 substantial additional sums of time and money at trial and beyond, with no guarantee
10 that any additional benefit would be provided to the Settlement Class. For example,
11 the Defendants would have had the opportunity to challenge an individual Settlement
12 Class Member’s membership in the Class, challenge the presumption of reliance as
13 to each class member (including Lead Plaintiff), and challenge the amount of
14 damages due each Settlement Class Member. Such a process would have been
15 lengthy, complex, and extremely costly. And even if the Court certified a class, Rule
16 23(c)(1) allows a class certification order to be altered or amended at any time prior
17 to a decision on the merits.

18 40. Even if Lead Plaintiff succeeded at trial and met his burdens with respect
19 to falsity, materiality, scienter, class-wide reliance under the “fraud on the market”
20 presumption, loss causation, the measure of per-share damages (if any), and control
21 person liability, the case would still be far from over. After any verdict, Defendants
22 would almost certainly file an appeal—a process that would further extend the
23 litigation for years and risk reversal of a verdict for Lead Plaintiff. Conversely, the
24 Settlement confers a substantial and immediate benefit on the Settlement Class, and
25 avoids the risks associated with obtaining a wholly speculative (though potentially
26 larger) sum in the future.

1 41. Lead Counsel carefully analyzed all these and other risks prior to
2 reaching the Settlement and recognized that had Defendants succeeded on only one
3 of their defenses, there would have been no recovery for the Settlement Class.

4 42. Moreover, hanging over all this uncertainty is one of collectability: that
5 Luna would continue as a going concern and would be able to satisfy any judgment
6 ultimately obtained against it. That risk was present when counsel committed to the
7 case and only intensified as Luna's financial condition deteriorated during the
8 litigation.

9 43. Even before this case was filed, Luna faced serious financial
10 uncertainty. Since the issues addressed in this Action came to light, Luna's market
11 capitalization has plummeted, it has been delisted from the NASDAQ and no longer
12 releases statements of its financial performance. Luna has received a loan from its
13 largest investor to keep it operating for the time being.

14 44. These circumstances created a real and growing risk that, if Lead
15 Plaintiff were to continue litigating this case, and Luna became insolvent, the Class
16 would not recover anything.

17 45. Given these significant litigation risks, Lead Plaintiff and Lead Counsel
18 believe that the Settlement is an exceptional result for the Class.

19 **D. The Settlement is Reasonable in Light of the Potential Recovery**

20 46. The Settlement is fair and reasonable when considering the full extent
21 of available damages. If Lead Plaintiff had succeeded at trial and if the jury awarded
22 Lead Plaintiff the maximum amount of damages (*i.e.*, Lead Plaintiff's best-case
23 scenario), the estimated recoverable damages would have been approximately \$35.3-
24 \$58.1 million. This estimate represents a theoretical ceiling and does not account for
25 the significant downward pressure that would inevitably result from Defendants'
26 challenges to both liability and damages, including their likely efforts to disaggregate
27 non-fraud-related exogenous factors from the stock price declines and to scale back
28 the alleged artificial inflation. Thus, the \$7,300,000 Settlement represents

1 approximately 12.6–20.7% of the recoverable damages potentially available if Lead
2 Plaintiff had fully prevailed at trial. This represents approximately 1.5 to 2.5 times
3 the median percentage recovery for cases settled with estimated damages of \$25–\$74
4 million in 2024 (8.4%).³ It also exceeds the median recovery in cases with similarly
5 sized estimated damages in each of the past four years—8.4% in 2024, 8.8% in 2023,
6 8.5% in 2022, and 7.2% in 2021—representing approximately 1.4 to 3 times those
7 medians.⁴

8 **IV. LEAD PLAINTIFF’S COMPLIANCE WITH THE COURT’S**
9 **PRELIMINARY APPROVAL ORDER REGARDING**
10 **THE NOTICE PROGRAM**

11 47. In its Preliminary Approval Order, the Court authorized Lead Counsel
12 to retain Epiq Class Action and Claims Solutions, inc. (“Epiq”) as the Claims
13 Administrator to supervise and administer the notice procedure for the Settlement
14 and processing of Claims. *See* ECF No. 107 ¶ 13. In accordance with the Preliminary
15 Approval Order, Epiq, working in conjunction with Lead Counsel: (i) mailed the
16 Postcard Notice via USPS First Class Mail to all identified Class Members with an
17 associated physical address, including nominees or custodians who purchased or
18

19 ³ *See* Cornerstone Research, *Securities Class Action Settlements, 2024 Review and*
20 *Analysis*, [https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-](https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-Class-Action-Settlements-2024-Review-and-Analysis.pdf)
21 [Class-Action-Settlements-2024-Review-and-Analysis.pdf](https://www.cornerstone.com/wp-content/uploads/2025/03/Securities-Class-Action-Settlements-2024-Review-and-Analysis.pdf) at Figure 5 (last accessed
January 7, 2026).

22 ⁴ *See* Cornerstone Research, *Securities Class Action Settlements, 2023 Review and*
23 *Analysis*, [https://www.cornerstone.com/wp-content/uploads/2024/03/Securities-](https://www.cornerstone.com/wp-content/uploads/2024/03/Securities-Class-Action-Settlements-2023-Review-and-Analysis.pdf)
24 [Class-Action-Settlements-2023-Review-and-Analysis.pdf](https://www.cornerstone.com/wp-content/uploads/2024/03/Securities-Class-Action-Settlements-2023-Review-and-Analysis.pdf), at Figure 5 (last accessed
January 7, 2026); Cornerstone Research, *Securities Class Action Settlements, 2022*
25 *Review and Analysis*, [https://www.cornerstone.com/wp-content/uploads/2023/03/](https://www.cornerstone.com/wp-content/uploads/2023/03/Securities-Class-Action-Settlements-2022-Review-and-Analysis.pdf)
26 [Securities-Class-Action-Settlements-2022-Review-and-Analysis.pdf](https://www.cornerstone.com/wp-content/uploads/2023/03/Securities-Class-Action-Settlements-2022-Review-and-Analysis.pdf), at Figure 5
(last accessed January 7, 2026); Cornerstone Research, *Securities Class Action*
27 *Settlements, 2021 Review and Analysis*, [https://www.cornerstone.com/wp-](https://www.cornerstone.com/wp-content/uploads/2022/03/Securities-Class-Action-Settlements-2021-Review-and-Analysis.pdf)
28 [content/uploads/2022/03/Securities-Class-Action-Settlements-2021-Review-and-](https://www.cornerstone.com/wp-content/uploads/2022/03/Securities-Class-Action-Settlements-2021-Review-and-Analysis.pdf)
[Analysis.pdf](https://www.cornerstone.com/wp-content/uploads/2022/03/Securities-Class-Action-Settlements-2021-Review-and-Analysis.pdf), at Figure 5 (last accessed January 7, 2026).

1 acquired Luna securities during the Class Period as record owners;⁵ (ii) published the
2 Summary Notice in the national edition of *Investor's Business Weekly* and
3 transmitted on the *PRNewswire*; and (iii) updated the website for the litigation,
4 www.LunaInnovationsSecuritiesLitigation.com, so that copies of the Notice and
5 Claim Form could be downloaded. *See* Blow Decl. ¶¶ 3-8, 12, 17.

6 48. Collectively, the notices apprise Settlement Class Members of, *inter*
7 *alia*: (i) the Settlement amount; (ii) the reasons why the Parties are proposing the
8 Settlement; (iii) the estimated average recovery per affected share of Luna security;
9 (iv) the maximum amount of attorneys' fees and expenses that will be sought; (v) the
10 identity and contact information for a representative from Lead Counsel to answer
11 questions concerning the Settlement; (vi) the right of Settlement Class Members to
12 object to the Settlement; (vii) the binding effect of a judgment on Settlement Class
13 Members; (viii) the dates and deadlines for certain Settlement-related events; and
14 (ix) the opportunity to obtain additional information about the Action and the
15 Settlement by contacting Lead Counsel, the Claims Administrator, or visiting the
16 Settlement website. The Notice also details the Plan of Allocation and further
17 explains that the Net Settlement Fund will be distributed to eligible Class Members
18 who submit valid and timely Proofs of Claim under the Plan of Allocation.

19 49. Pursuant to the Preliminary Approval Order, Epiq began mailing the
20 Settlement Notice to potential Settlement Class Members and Nominees on October
21 17, 2025. *See* Blow Decl. ¶ 3. As of January 9, 2026, Epiq has disseminated more
22 than 8,600 Settlement Notices to Settlement Class Members and Nominees. *Id.* ¶ 7.

24 ⁵ Epiq received from Luna a list of shareholders of record for Luna securities. *See*
25 **Exhibit 3**, Declaration of Eric Blow ("Blow Decl.") ¶ 5. In addition, Epiq has
26 developed and maintained a proprietary database with names and addresses of the
27 largest and most common nominee holders, including brokerage firms, banks, and
28 financial institutions. *Id.* These data were used to provide Notice of the Settlement.
Id. ¶ 5.

1 50. On October 27, 2025, in accordance with the Preliminary Approval
2 Order, Epiq caused the Summary Notice to be published in the *Investor's Business*
3 *Weekly* and transmitted on the *PRNewswire*. *Id.* ¶ 12.

4 51. Epiq also updated and currently maintains the dedicated litigation
5 website, www.LunaInnovationsSecuritiesLitigation.com, which provides potential
6 Settlement Class Members with information concerning the Settlement and access to
7 copies of the Notice and Claim Form, as well as copies of the Stipulation, Preliminary
8 Approval Order, and other relevant documents. *See id.* ¶ 17. Lead Counsel also
9 provided information on the Settlement on its own website, www.hbsslaw.com. Lead
10 Counsel and Epiq will monitor and update the website as the settlement process
11 continues. For example, Lead Plaintiff's briefing in support of final approval of the
12 Settlement and Lead Counsel's papers in support of the fee and expense application
13 will be made available on the website after they are filed. Any orders entered by the
14 Court in connection with these motions will also be posted.

15 52. The deadlines for Settlement Class Members to file objections to the
16 Settlement, Plan of Allocation, and/or the fee and expense application is January 27,
17 2026. *Id.* ¶ 9. To date, there have been no objections to the Settlement, the Plan of
18 Allocation, and/or Lead Counsel's request for fees and expenses. Lead Counsel will
19 file reply papers on or before February 10, 2026, addressing all objections that may
20 be received.

21 **V. ALLOCATION OF THE PROCEEDS OF THE SETTLEMENT**

22 53. Pursuant to the Preliminary Approval Order, and as set forth in the
23 notices, Settlement Class Members who want to be eligible to receive a distribution
24 from the Net Settlement Fund must submit a valid Claim with all required
25 information postmarked (if mailed) or submitted online no later than January 16,
26 2026. As detailed in the notices, the Net Settlement Fund will be distributed among
27 Settlement Class Members who submit eligible claims according to proposed Plan of
28 Allocation.

1 54. Lead Plaintiff engaged a damages consultant to assist in developing the
2 Plan to allocate the Settlement proceeds among Claimants with the goal of
3 reimbursing Settlement Class Members in a fair and reasonable manner. Lead
4 Counsel believes that the Plan of Allocation provides a fair and reasonable method
5 to equitably allocate the Net Settlement Fund among Settlement Class Members who
6 suffered losses as a result of the conduct alleged in the Action.

7 55. The Plan of Allocation is set forth at pages 11-18 of the Notice. *See*
8 Blow Decl., Ex. D, at pp. 11-18. As described in the Notice, calculations under the
9 Plan of Allocation are intended as a method to weigh the claims of Settlement Class
10 Members against one another for the purposes of making *pro rata* allocations of the
11 Net Settlement Fund. *See* Notice ¶ 11.

12 56. For the Plan of Allocation, Lead Plaintiff's expert calculated the
13 estimated amount of artificial inflation in the per-security closing price of Luna
14 security, which was allegedly proximately caused by Defendants' alleged material
15 false and misleading statements and omissions during the Class Period. *See id.* ¶ 12.
16 In calculating the estimated artificial inflation, the expert considered price changes
17 in Luna securities in reaction to certain public announcements allegedly revealing the
18 truth concealed by Defendants' alleged misrepresentations and material omissions,
19 adjusting for price changes that were attributable to market or industry forces. *Id.*
20 ¶ 15. The estimated artificial inflation in Luna securities during the Class Period is
21 set out in Table 1 of the Notice. *Id.* at p. 17.

22 57. Recognized Loss Amounts are calculated under the Plan of Allocation
23 for each purchase or acquisition of Luna security that is listed on a Claimant's Claim
24 Form and for which adequate documentation is provided. In general, Recognized
25 Loss Amounts are based primarily on the difference in the amount of alleged artificial
26 inflation in the prices of Luna security at the time of purchase or acquisition and at
27 the time of sale (*i.e.*, the difference between the actual purchase price and sale price).
28 *See id.* ¶¶ 17, 20. Accordingly, to have a Recognized Loss under the Plan of

1 Allocation, a Claimant must have purchased or otherwise acquired Luna securities
2 during the Class Period (May 16, 2022, through April 19, 2024, inclusive) and held
3 such Luna securities through the alleged corrective disclosure that removed artificial
4 inflation from the price of Luna securities. *Id.*

5 58. Recognized Loss Amounts will depend upon several factors, including
6 the date(s) the Claimant purchased/acquired their Luna securities during the Class
7 Period and whether such shares were sold and, if so, when and at what price,
8 considering the PSLRA's statutory limitation on recoverable damages. *See id.* ¶¶ 22,
9 24, 26.

10 59. The sum of a Claimant's Recognized Loss Amounts for all of his, her,
11 or its purchases/acquisitions of Luna securities during the Class Period is the
12 Claimant's "Recognized Claim." *See id.* ¶ 29. The Plan of Allocation limits a
13 Claimant's Recognized Claim to his, her, or its Market Loss in Luna securities
14 transactions during the Class Period. *Id.* ¶¶ 34-35. Specifically, if a Claimant suffered
15 an overall Market Loss but the Market Loss was less than the Claimant's Recognized
16 Claim, then the Claimant's Recognized Claim will be limited to the amount of the
17 Market Loss. *Id.* If a Claimant had a Market Gain, the value of the Claimant's
18 Recognized Claim will be zero and the Claimant will still be bound by the Settlement.
19 *Id.*

20 60. As detailed in the Notice, assuming all eligible Settlement Class
21 Members submit valid claims, on average, the estimated recovery per share for a
22 Settlement Class Member is \$0.54 per share, before the deduction of any Court-
23 approved fees, expenses, and costs. *Id.* at p. 2. If fewer than all Settlement Class
24 Members submit timely and valid Proofs of Claim, the distribution per share will be
25 higher. *Id.*

26 61. One hundred percent of the Net Settlement Fund will be distributed to
27 Authorized Claimants, with a maximum of 6.68% of the Net Settlement Fund
28 available for Option-based claims. *See id.* ¶ 28. If the sum total of Recognized Claims

1 of all Authorized Claimants is greater than the Net Settlement Fund, each Authorized
2 Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. *See*
3 *id.* ¶ 36. The *pro rata* share or “Distribution Amount” will be the Authorized
4 Claimant’s Recognized Claim divided by the total of Recognized Claims of all
5 Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. *Id.*
6 If the Net Settlement Fund exceeds the sum total of the Recognized Claims of all
7 Authorized Claimants entitled to receive payment out of the Net Settlement Fund,
8 the excess amount in the Net Settlement Fund will be distributed *pro rata* to all
9 Authorized Claimants entitled to receive payment. *Id.* ¶ 37.

10 62. If any funds remain after the initial *pro rata* distribution, subsequent
11 cost-effective distributions to Authorized Claimants will be conducted. *Id.* ¶ 38.
12 When the residual amount left for re-distribution to Settlement Class Members is so
13 small that a further re-distribution will not be cost effective (*i.e.*, if an Authorized
14 Claimant would receive less than \$10.00), the remaining funds will be donated to a
15 *cy pres* recipient to be determined by the Court. *Id.*

16 63. Per the Court’s preliminary approval order, once the Claims
17 Administrator, Epiq, has considered a timely submitted Proof of Claim, it shall
18 determine whether the claim is valid, deficient, or rejected. *See* ECF No. 107 ¶ 21(d).
19 If a Claim is determined to be deficient or rejected, Epiq will send a deficiency or
20 reject letter, as appropriate, describing the basis of the deficiency or rejection. The
21 Claimant would then have twenty (20) calendar days to cure the deficiency or contest
22 the rejection, including through a review by the Court. *Id.*

23 64. In sum, the Plan of Allocation was designed to fairly and rationally
24 allocate the proceeds of the Net Settlement Fund among Settlement Class Members
25 based on damages they suffered as a result of purchases of Luna securities
26 attributable to the misconduct alleged in the Action. To date, no objections to the
27 proposed Plan of Allocation have been received.
28

VI. THE FEE AND EXPENSE APPLICATION

65. Along with seeking final approval of the Settlement and approval of the Plan of Allocation, Lead Counsel is applying for an award of attorneys' fees and payment of litigation expenses incurred during the course of the Action. Specifically, Lead Counsel is applying to the Court for an award of attorneys' fees of 30% of the Settlement Fund (the "Fee Application") and payment of litigation expenses from the Settlement Fund in the amount of \$40,494.65. Along with the litigation expenses, and in accordance with the PSLRA, 15 U.S.C. § 78u-4(a)(4), Lead Counsel further requests \$3,500 for the value of time that Lead Plaintiff Lang dedicated to the Action (the "Expense Application"). The legal authorities supporting the requested fee and expenses are discussed in Lead Counsel's Fee and Expense Motion.

66. The primary factual bases for Lead Counsel's requested fee and expenses are summarized below.

A. The Fee Application

1. The work performed by Hagens Berman Sobol Shapiro LLP.

67. Hagens Berman devoted substantial time to the prosecution of the Action. As described above in greater detail, the work that Lead Counsel performed in the Action included, among other things: (i) extensive investigation into the alleged claims asserted against Defendants; (ii) the drafting and filing of a 44-page, highly detailed Amended Consolidated Class Action Complaint; (iii) a round of motion-to-dismiss briefing; (iv) extensive settlement negotiations, which included the drafting of a substantial mediation statement and participation in a virtual mediation session with Jed D. Melnick, Esq. of JAMS on April 14, 2025, an experienced and highly respected mediator of complex class actions, ultimately resulting in the acceptance of a mediator's recommendation to settle; and (v) engaging in negotiations related to the Stipulation and its exhibits prior to its execution. Lead Counsel believes that this work was necessary for the successful litigation of the case.

1 68. Based on my involvement in the Action as well as the review of time
2 records reflecting work performed by attorneys and professional support staff
3 employees at Hagens Berman in the Action (“Timekeepers”), I directed the
4 preparation of the chart set forth as **Exhibit 4** hereto. The chart is a detailed summary
5 indicating the amount of time spent by each Hagens Berman attorney and
6 professional support staff employee who worked on the Action from its inception
7 through January 12, 2026.

8 69. The chart in **Exhibit 4**: (i) identifies the name and positions (*i.e.*,
9 titles) of the Timekeepers who have spent time working on any matters related to the
10 Action; (ii) states the total number of hours that each Timekeeper spent on that work
11 from the inception of counsel’s initial investigation through January 12, 2026;
12 (iii) lists each Timekeeper’s currently hourly rate⁶; and (iv) sets forth the lodestar for
13 each Timekeeper (and for my firm as a whole). The information summarized in this
14 chart was prepared from time records maintained by my firm in the ordinary course
15 of business, which are available at the request of the Court.

16 70. Lead Counsel expended a total of 1,163.3 hours in the investigation,
17 prosecution, and resolution of the Action from its inception through January 12,
18 2026. The resulting total lodestar for Lead Counsel is \$902,385.00 (consisting of
19 \$739,212.50 for attorneys’ time and \$163,172.50 for professional support staff time).

20 71. As required under the Northern District of California’s Procedural
21 Guidance for Class Action Settlements, attached hereto as **Exhibit 5** is a billing
22 category-based summary chart of the work performed by the attorneys and
23 professional support staff employees in connection with investigating, prosecuting,
24 and resolving the Action. This chart contains the following billing categories:

25
26 ⁶ The hourly rates of Lead Counsel range from \$800 to \$1,350 per hour for
27 partners, \$525 to \$900 per hour for other attorneys, \$375 to \$450 per hour for
28 paralegals, and \$500 per hour for the investigator. These hourly rates are reasonable
for this type of complex securities litigation. *See* Fee and Expense Motion § III.A.4.

- (1) **Factual Investigation**: This category includes time spent on Lead Counsel's extensive investigation into the claims asserted in the Complaint, including reviewing the public record and identifying, contacting, and interviewing potential confidential witnesses; initial case development; and analysis of clients' and class losses.
- (2) **Pleadings**: This category includes time spent preparing and filing the motion for appointment of lead plaintiff and lead counsel, as well as time spent on drafting, revising, and filing the Complaint, and the time incurred in researching and drafting Lead Plaintiff's opposition to the Defendants' motions to dismiss. This category also includes time incurred in attending to the filing of these documents.
- (3) **Case Management/Client Communication**: This category includes time incurred for case management and administrative tasks, including maintaining internal calendars for deadlines. This category also includes time spent by counsel and staff preparing and negotiating case management statements, stipulations, and proposed scheduling orders, as well as preparing *pro hac vice* motions. This category also includes time incurred communicating with Lead Plaintiff regarding all aspects of the Action and preparing status reports and memoranda at various stages of the cases.
- (5) **Court Appearances/Preparation**: This category includes time spent preparing for the hearing on the Defendants' motion to dismiss before the parties requested that the hearing be taken off the calendar to pursue mediation.
- (6) **Experts/Consultants**: This category includes time incurred in researching and identifying potential experts.
- (7) **Settlement/Mediation**: This category includes time incurred in extended settlement negotiations with the Settling Parties, with the assistance of Jed D. Melnick, Esq. of JAMS; drafting the mediation statements for Mr. Melnick; drafting and negotiating the term sheet, Stipulation, and related settlement documents; selecting the Claims Administrator and Escrow Agent; preparing the motion for preliminary approval of the Settlement; preparing for the preliminary approval hearing; preparing the final approval motion; and all other settlement-related work, through January 12, 2026.
- (8) **Litigation Strategy/Analysis**: This category includes time devoted to overall litigation strategy and analysis.

72. Lead Counsel anticipates spending additional time that includes drafting a reply to the fee application and the motion for final approval, preparing for and attending the final approval hearing, responding to class member inquiries, preparing a Motion for Distribution of the Net Settlement Fund, and distributing the Net Settlement Fund. Implementing the Settlement and claims administration will also

1 require additional work. Lead Counsel will not seek additional compensation for this
2 work, and as a result, the multiplier will diminish.

3 73. The hourly rates for the Timekeepers, as set forth in **Exhibit 4**, are the
4 same as those set by my firm for each listed Timekeeper (*e.g.*, partner, associate,
5 paralegal, etc.), and are consistent with the hourly rates submitted by my firm to state
6 and federal courts in other contingent securities class action litigations across the
7 country. The firm's hourly rates are set based on a periodic review of rates charged
8 by firms performing comparable work and/or rates regularly submitted to other courts
9 as the basis for the contingent fee awards in comparably complex class actions,
10 including a review of both plaintiff and defense firm rates for complex litigation.
11 Different Timekeepers within the same employment category (*e.g.*, partners,
12 associates, paralegals, etc.) may have different rates based on a variety of factors,
13 including years of practice, years at the firm, years in their current position (*e.g.*,
14 years as a partner), relevant experience, and relative expertise. For personnel who are
15 no longer employed by the firm, the "current rate" used for the lodestar calculation
16 is the rate that was used for that person in their final year of employment with the
17 firm.

18 74. The requested fee of 30% of the Settlement Fund (\$2,190,000, plus
19 interest) therefore represents a 2.43 multiplier of Lead Counsel's lodestar. Such a
20 request is comparable to lodestars awarded in class actions involving contingency fee
21 risk in the Ninth Circuit and is warranted given the exceptional recovery for the
22 Settlement Class.

23 **2. Expertise, experience, and work performed by core team members.**

24 75. The expertise and experience of lead counsel is another important factor
25 in setting a fair fee. As demonstrated by our firm resume, attached hereto as **Exhibit**
26 **6**, Hagens Berman is among the most experienced and skilled practitioners in the
27 complex litigation field and has a long and successful track record in such cases.
28 Hagens Berman is a nationally recognized law firm, with offices in Berkeley, Seattle,

1 Boston, Chicago, Los Angeles, San Diego, Phoenix, New York, London, and Paris.
2 We have been consistently rated by the National Law Journal in the top ten of
3 plaintiffs' firms in the country. The firm has extensive experience litigating complex
4 class actions involving securities, investment fraud, product liability, tort, antitrust,
5 consumer fraud, employment, environmental, and ERISA cases.

6 76. Based on the work of the firm, Hagens Berman has demonstrated a
7 willingness and ability to prosecute complex cases. Hagens Berman made clear
8 throughout settlement discussions that Lead Plaintiff would not accept a low-value
9 settlement. This negotiating position undoubtedly added valuable leverage in the
10 settlement negotiations, ultimately resulting in the recovery for the Class.

11 **3. Standing and caliber of opposing counsel.**

12 77. The Defendants were represented in this matter by King & Spalding
13 LLP; Jenner and Block LLP; Morgan, Lewis & Bockius LLP; and Goodwin Procter
14 LLP, firms with national reputations for the tenacious defense of class actions and
15 other civil complex matters. Faced with this experienced and formidable opposition,
16 Lead Counsel was able to develop a case that was sufficiently strong to persuade the
17 Defendants to settle the case on terms that were highly favorable to the Class.

18 **4. This was a high-risk litigation undertaken on a fully contingent**
19 **basis.**

20 78. Hagens Berman has prosecuted this litigation on a contingent basis
21 without any promise of compensation and was well-aware that any compensation
22 would depend on the result achieved in the case and the Court's discretion in
23 awarding fees and expenses. This has posed a significant risk that my firm will not
24 be compensated for its work on this case. Nonetheless, Hagens Berman was obligated
25 to ensure that sufficient resources were dedicated to the prosecution of this case, that
26 funds were available to compensate attorneys and staff (who have had to forgo other
27 legal work for which Hagens Berman could have been compensated), and to cover
28 the considerable litigation costs required by a case like this one. With an average lag

1 time of many years for complex cases like this one to conclude, the financial burden
2 on contingent-fee counsel is far greater than one a firm that is paid on an ongoing
3 basis.

4 79. As discussed above, this case presented additional multiple risks and
5 uncertainties that could have prevented any recovery whatsoever. In particular, Luna
6 is on the brink of insolvency, and absent a settlement, there is a significant possibility
7 that the company would not have the assets to pay any adverse judgment against it,
8 in which case investors would receive nothing. This additional recovery risk, not
9 present in the typical lawsuit, further demonstrates that this settlement is an
10 exceptional result for the Class.

11 80. In the face of these substantial risks and uncertainties, Hagens Berman's
12 extensive efforts achieved a significant recovery for the benefit of the Class.
13 Accordingly, we respectfully submit that the requested fee is reasonable and should
14 be approved.

15 **5. The reaction of the Class to the fee request.**

16 81. As noted above, as of January 9, 2026, more than 8,600 copies of the
17 Settlement Notice have been disseminated. *See* Blow Decl. ¶ 7. The Notice advised
18 potential Class Members that Lead Counsel would apply for an award of attorneys'
19 fees in amount not to exceed 30% of the Settlement Fund. *See* Notice at p. 2. To date,
20 no objections to the maximum potential attorneys' request set forth in the Notice have
21 been received by Lead Counsel or entered on the Court's docket. Any objections
22 received after the date of this filing will be addressed in Lead Counsel's reply papers
23 to be filed by February 10, 2026.

24 **6. Lead Plaintiff Lang supports the fee request.**

25 82. As set forth in the declaration submitted by Lead Plaintiff Lang, Lead
26 Plaintiff has concluded that Hagens Berman's requested fee is fair and reasonable
27 based on the work performed, the recovery obtained by the Class, and the risks in the
28 litigation. *See* Lang Decl. ¶ 7. Lead Plaintiff has been very involved in this case since

1 its earliest stages, and his endorsement of the fee request supports the reasonableness
2 of the request and should be given weight in the Court's consideration of the fee
3 award. *Id.* ¶ 5.

4 **7. The requested fee is fair and reasonable.**

5 83. In sum, Hagens Berman accepted this case on a contingency basis,
6 committed significant resources to it, and prosecuted it for almost two years without
7 any compensation or guarantee of success. Based on the result obtained, the quality
8 of the work performed, the risks of the Action, and the contingent nature of the
9 representation, we respectfully submit that a fee award of 30%, which equates to a
10 multiplier of 2.43, is fair and reasonable, and is supported by the fee awards courts
11 in this Circuit and others have granted in other comparable cases.

12 **B. The Expense Application**

13 84. Lead Counsel seeks a total of \$40,494.65 in litigation expenses to be
14 paid from the Settlement Fund. This includes expenses reasonably and necessarily
15 incurred by Lead Counsel in connection with commencing, litigating, and settling the
16 Action. Lead Counsel also seeks \$3,500 for the costs and expenses incurred by Lead
17 Plaintiff directly related to his representation of the Class. Lead Counsel respectfully
18 submits that the request for reimbursement of litigation expenses is appropriate, fair,
19 and reasonable and should be approved in the amounts submitted herein.

20 85. The Notice informed potential Class Members that Lead Counsel would
21 be seeking reimbursement of expenses not to exceed \$150,000, as well as a service
22 award for Lead Plaintiff in the amount of \$3,500. *See* Notice at p. 2. No objections
23 have been raised as to these requests set forth in the Notice. If any objections to the
24 reimbursement of litigation expenses or the service award is made after the date of
25 this filing, Lead Counsel will address it in the reply papers.

26 86. From the inception of the Action, Lead Counsel were aware that it might
27 not recover any of the expenses incurred in prosecuting the claims against
28 Defendants, and, at a minimum, would not recover any expenses until the Action was

1 successfully resolved. Lead Counsel also understood that, even assuming the Action
2 was ultimately successful, an award of expenses would not compensate Lead Counsel
3 for the lost use or opportunity costs of funds advanced to prosecute the claims against
4 Defendants. Thus, Lead Counsel took significant steps to minimize expenses
5 whenever practicable without jeopardizing the vigorous and efficient prosecution of
6 the Action.

7 87. The expenses for which reimbursement is requested are summarized in
8 **Exhibit 7** hereto.

9 88. The following is additional information regarding certain of the
10 expenses set forth in **Exhibit 7**.

- 11 (1) **Airfare**: \$1,298.92. This amount includes expenses for airfare for
12 Nathan Emmons to travel to Los Angeles, California, for the preliminary
and final approval hearings.
- 13 (2) **Expert Fees**: \$14,530.00. Lead Plaintiff retained Fideres as his expert
14 damages consultant. Fideres assisted in evaluating loss causation and
15 market efficiency and estimating damages during Lead Counsel's
investigation, as well as in developing the Plan of Allocation.
- 16 (3) **Overnight Shipping**: \$252.41. In connection with prosecuting the
17 Action, Hagens Berman incurred charges associated with overnight
delivery via UPS.
- 18 (4) **Court Fees/Filing Fees**: \$937.25. This amount includes: (i) court filing
19 fees; (ii) fees paid to various courts to obtain Certificates of Good
standing for submission with Central District of California *pro hac vice*
20 applications; and (iii) Central District of California admission fees for
Hagens Berman attorneys.
- 21 (5) **Hotel**: \$489.93. This amount includes expenses for hotel
22 accommodations in Los Angeles, California, for Nathan Emmons
related to the preliminary approval hearing and final fairness hearing.
- 23 (6) **Meals**: \$268.06. This amount includes meal expenses related to the
24 preliminary approval hearing and final fairness hearing.
- 25 (7) **Online Services/Legal Research (LexisNexis/Westlaw/PACER)**:
26 \$1,741.98. During the course of the Action, Hagens Berman incurred
27 costs associated with online legal and factual research necessary to the
investigation, prosecution, and obtainment of the Settlement. These
28 expenses include charges from online vendors such as Westlaw,
LexisNexis, Courtlink, PACER, and others, and reflect costs associated
with obtaining access to court filings, financial data, and performing
legal and factual research. This expense amount represents the amount
billed by the vendor.

- 1 (8) **Messenger/Process Service**: \$2,437.05. The amount reflects payments
2 made to messenger and process servers for performing service of
various documents on the defendants.
- 3 (9) **Mediation Fees**: \$17,500.00. The parties retained Jed D. Melnick, Esq.
4 of JAMS to assist with settlement negotiations in the Action. The Parties
conduct a mediation session with Mr. Melnick in April 2025.
- 5 (10) **Transportation/Travel/Expenses (Taxi, Car Rental, Train)**:
6 \$495.80. These limited travel expenses are related to the preliminary
approval hearing and final fairness hearing.
- 7 (11) **Internal Prints/Copies at \$0.25 per page**: \$543.25. Hagens Berman
8 incurred costs related to document printing and reproduction. Each time
a photocopy is made or a document is printed, Hagens Berman's billing
9 system requires that a case or administrative billing code be entered into
the copy machine or computer being used.

10 89. The expenses incurred by Hagens Berman in the Action are reflected in
11 the books and records of my firm. These books and records are prepared from
12 expense vouchers, check records, and other source materials, and are an accurate
13 record for the expenses incurred. I believe these expenses were reasonable and
14 expended for the benefit of the Settlement Class.

15 90. Finally, Lead Plaintiff seeks reimbursement of his reasonable costs and
16 expenses incurred directly in connection with representing the Class in the amount
17 of \$3,500. The effort devoted by Lead Plaintiff to the Action is detailed in the
18 accompanying declaration. *See* Lang Decl. ¶ 5. Lead Counsel respectfully requests
19 that the Court grant Lead Plaintiff's request in full.

20 VII. CONCLUSION

21 91. For all the reasons set forth herein, Lead Counsel respectfully submits
22 that the Settlement and Plan of Allocation should be approved as fair, reasonable,
23 and adequate. Lead Counsel further submits that the requested attorneys' fees in the
24 amount of 30% of the Settlement Amount should be approved as fair and reasonable,
25 and the request for reimbursement of \$40,494.65 in litigation expenses and the
26 service award of \$3,500 for Lead Plaintiff should also be approved.

27 I declare under penalty of perjury of the laws of the United States that the
28 foregoing is true and correct to the best of my knowledge.

Executed this 13th day of January 2026 in San Diego, California.

/s/ Lucas E. Gilmore

Lucas E. Gilmore

EXHIBIT 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

This Document Relates To:

ALL ACTIONS

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”) is entered into by and among Lead Plaintiff¹, on behalf of himself and the Settlement Class; and Defendants, by and through the parties’ respective counsel. The Stipulation is intended by Lead Plaintiff and Defendants to fully, finally, and forever resolve, discharge, release, and settle the Released Claims upon and subject to the terms and conditions hereof, and to be submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure for approval by the Court.

I. BACKGROUND

A. On April 1, 2024, plaintiff Eyad Karzoun filed a putative class action styled *Karzoun v. Luna Innovations Incorporated, et al.*, No. 2:24-cv-02630 (C.D. Cal.), alleging violations of federal securities laws against Luna Innovations Incorporated, Scott A. Graeff, Eugene J. Nestro, and George Gomez-Quintero (collectively, “Defendants”).

B. On May 15, 2024, Lee Michael Thompson filed a related putative class action styled *Thompson v. Luna Innovations Incorporated, et al.*, No. 2:24-cv-04068 (C.D. Cal.), alleging violations of federal securities laws against Defendants.

C. Following the submission of various motions to consolidate and to appoint lead plaintiffs and lead counsel, by order dated July 17, 2024 (ECF No. 47), the Court consolidated the *Karzoun* and *Thompson* actions for all purposes, appointed George Lang as lead plaintiff, and appointed Hagens Berman Sobol Shapiro LLP as lead counsel in the Action.

D. On October 11, 2024, Lead Plaintiff filed his Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (ECF No. 67).

E. On December 10, 2024, Defendants filed three separate motions to dismiss the Complaint. ECF Nos. 70, 71, 73. Lead Plaintiff opposed the motions in

¹ All capitalized words and terms that are not otherwise defined in text have the meaning to ascribed to them below in the section entitled “Definitions.”

an omnibus brief on January 24, 2025 (ECF No. 76), and Defendants filed replies in support of their motions on February 11, 2025. ECF Nos. 79, 80, 82.

F. The motions to dismiss were set for hearing on March 11, 2025, but on March 6, 2025, the Court entered the Parties' stipulation withdrawing the motions without prejudice, vacating the upcoming hearing, and temporarily staying the Consolidated Action to allow the Parties to pursue private mediation. ECF No. 85.

G. The parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, Mr. Melnick issued a mediator's recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Consolidated Action, which memorialized the key terms of this Stipulation.

H. After taking into account the uncertainties, risks, and likely costs and expenses of further litigation over the Released Claims in this complex securities action, Lead Plaintiff and Lead Counsel believe that the Settlement set forth herein is fair, reasonable, and in the best interests of Settlement Class Members.

II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

A. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Defendants deny any wrongdoing, and this 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 with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid claims

as to any of the Defendants, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever.

III. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, without any admission or concession whatsoever on the part of Lead Plaintiff of any lack of merit of any claims in the Action, and without any admission or concession whatsoever on the part of Defendants of any liability, wrongdoing, fault, or lack of merit in the defenses they have asserted in the Action, the Parties hereby **STIPULATE AND AGREE**, by and through their respective undersigned attorneys, and subject to judicial approval as further set forth herein, in consideration of the benefits flowing to the Parties and Settlement Class Members from the Settlement, that all Released Claims as against the Released Defendant Persons and all Released Defendants' Claims as against the Released Plaintiff Persons shall be compromised, resolved, settled, released, and discharged, upon and subject to the following terms and conditions:

1. DEFINITIONS

As used in this Stipulation, the following terms have the meanings specified below:

1.1 "Action" means the consolidated action styled *In re Luna Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS, pending in the United States District Court for the Central District of California.

1.2 "Alternative Judgment" means a form of judgment with terms materially different from those set forth in the form of judgment that is attached hereto as **Exhibit B**.

1.3 "Attorneys' Fees and Expenses" means any portion of the Gross Settlement Fund approved by the Court for payment to counsel who have represented Lead Plaintiff, including such counsel's attorneys' fees, costs, litigation

expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).

1.4 “Authorized Claimant” means a Settlement Class Member who submits a timely and valid Proof of Claim to the Claims Administrator.

1.5 “Award to Lead Plaintiff” means any portion of the Gross Settlement Fund approved by the Court for payment to Lead Plaintiff for his service to the Settlement Class in the Action, and of reasonable costs and expenses directly relating to the representation of the Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4).

1.6 “Claimant” refers to a Settlement Class Member who submits a Proof of Claim.

1.7 “Claims Administrator” means Epiq Class Action and Claims Solutions, Inc., or such other claims administration firm selected by Lead Counsel that may be appointed by the Court to administer the Settlement and disseminate notice to the Settlement Class. Claims Administrator was selected following an RFP process by Lead Counsel.

1.8 “Class Period” means the period between May 16, 2022 and April 19, 2024, inclusive.

1.9 “Court” means the United States District Court for the Central District of California.

1.10 “Defendants” refers, collectively, to Luna Innovations Incorporated, Scott A. Graeff, Eugene J. Nestro, and George Gomez-Quintero.

1.11 “Defendants’ Counsel” means the law firms of King & Spalding LLP; Jenner and Block LLP; Morgan, Lewis & Bockius LLP; and Goodwin Procter LLP.

1.12 “Effective Date” means the date on which all of the conditions set forth below in ¶10.1 shall have been satisfied.

1.13 “ERISA” means the Employee Retirement Income Security Act of 1974.

1.14 “Escrow Account” means the segregated and separate interest-bearing escrow account to be established with the Escrow Agent (subject to judicial oversight) into which the Settlement Amount will be deposited for the benefit of Settlement Class Members, and which will thereafter hold the assets of the Settlement Fund (subject to the making of such awards, payments, and distributions as authorized herein).

1.15 “Escrow Agent” means Huntington Bank or its duly appointed successor, or such other bank as may be proposed by Lead Counsel and approved by the Court.

1.16 “Fairness Hearing” means the hearing scheduled by the Court to determine whether (i) the Settlement is fair, reasonable, and adequate, (ii) the Plan of Allocation is fair, reasonable, and adequate; and (iii) Lead Counsel’s request for an award of Attorneys’ Fees and Expenses, including any Awards to Lead Plaintiff, is reasonable.

1.17 “Fee and Expense Application” has the meaning given that term in ¶7.1 below.

1.18 “Final,” with respect to the Judgment or, if applicable, the Alternative Judgment, or any other court order, shall mean: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review

pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses or (ii) the plan of allocation (as submitted or subsequently modified), shall not in any way delay or preclude a judgment approving the Settlement from becoming Final.

1.19 "Gross Settlement Fund" means the Settlement Amount plus all interest earned thereon.

1.20 "Immediate Family Members" means, as defined in 17 C.F.R. § 229.404, Instructions 1(a)(iii) and 1(b)(ii), a Person's children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any persons (other than a tenant or employee) sharing the household of the Person.

1.21 "Judgment" means either (i) the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as **Exhibit B**; or (ii) an Alternative Judgment, if expressly agreed in writing by all Parties.

1.22 "Lead Counsel" means the law firm of Hagens Berman Sobol Shapiro LLP.

1.23 "Lead Plaintiff" means George Lang.

1.24 "Luna" means Luna Innovations Incorporated.

1.25 "Net Settlement Fund" means the Gross Settlement Fund less: (i) taxes on the income thereof and any Tax Expenses; (ii) the Notice and Administration Expenses as authorized by this Stipulation; (iii) Attorneys' Fees and Expenses authorized by the Court; (iv) any Award to Lead Plaintiff authorized by the Court; and (v) any other fees and expenses authorized by the Court.

1.26 "Notice" means the Notice of Proposed Settlement of Class Action, substantially in the form attached hereto as **Exhibit A-1**, which is to be sent to members of the Settlement Class.

1.27 “Notice and Administration Expenses” means the reasonable fees, costs, and expenses incurred in connection with locating Settlement Class Members; preparing, printing, mailing, and publishing the Notice and the Summary Notice; soliciting the submission of proofs of claims; assisting with the submission of proofs of claim; processing Proof of Claim and Release forms; administering and distributing the Net Settlement Fund to Authorized Claimants; tax preparation expenses; and paying escrow fees and costs (if any). All such Notice and Administration Expenses shall be paid from the Settlement Fund.

1.28 “Parties” refers to the undersigned parties to this Stipulation.

1.29 “Person” means any individual, corporation, partnership, limited liability company or partnership, limited partnership, professional corporation, association, joint stock company, trust, estate, unincorporated association, government or any political subdivision or agency thereof, and any other type of legal or political entity, any representative, and, as applicable, his, her, or its respective spouses, heirs, predecessors, successors-in-interest, representatives, and assigns.

1.30 “Plan of Allocation” means the plan for allocating the Net Settlement Fund described in the Notice, or in any alternate plan approved by the Court, whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendant Persons shall have no responsibility or liability with respect thereto.

1.31 “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as **Exhibit A**.

1.32 “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as **Exhibit A-2** to **Exhibit A**.

1.33 “Related Persons”, with respect to a Person, means (a) their Immediate Family Members; (b) any trust that such Person is the settlor of or which is for their benefit and/or the benefit of them or their Immediate Family Members; (c) the Person’s subsidiaries, parent entities, divisions, and departments; and (d), for any of foregoing Persons, their respective past and present officers, directors, managing directors, partners, employees, auditors, underwriters, accountants, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, and administrators, in their capacities as such.

1.34 “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims (including Unknown Claims), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, which now exist, heretofore or previously existed, or may hereafter exist, concerning, based on, arising out of, or in connection with all claims and causes of action that Lead Plaintiff or any other member of the Settlement Class (i) asserted in the Action, or (ii) were or could have been asserted in any forum that, both (a) arise out of, concern, refer to, are based upon, or are related in any manner to the transactions, facts, matters, occurrences, statements, or omissions that are alleged, involved, set forth, or referred to in the Action and (b) relate to the purchase, acquisition, sale, disposition, or holding of Luna securities. For avoidance of doubt, the Released Claims do not include claims relating to the enforcement of this Settlement.

1.35 “Released Defendants’ Claims” means Defendants’ release of all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, against Lead

Plaintiff or Lead Counsel that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

1.36 “Released Defendant Persons” means Defendants and all of Defendants’ past and present officers, directors, employees, insurers, subsidiaries, affiliates, successors, representatives, attorneys, underwriters, agents, Related Persons, Immediate Family Members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

1.37 “Released Plaintiff Persons” means Lead Plaintiff, Lead Counsel, and the Settlement Class.

1.38 “Settlement” means the settlement of the Action on the terms set forth in this Stipulation.

1.39 “Settlement Amount” means the sum of US \$7,300,000.00 (seven million, three-hundred thousand U.S. dollars) in cash, to be deposited into the Escrow Account pursuant to ¶2.1.

1.40 “Settlement Class” means all Persons who purchased or otherwise acquired Luna securities between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) Immediate Family members of defendants Scott A. Graeff, Eugene J. Nastro, and George Gomez-Quintero; (iii) any person who is or was an officer or director of Luna; (iv) any firm or entity in which Defendants have or had a majority ownership interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Settlement Class are any Persons or entities

who properly excluded themselves by filing a valid and timely request for exclusion in accordance with the requirements set by the Court.

1.41 “Settlement Class Member” means any Person who falls within the definition of “Settlement Class.”

1.42 “Settlement Distribution Order” means an order to be entered by the Court, upon application of Lead Counsel, in accordance with ¶4.10 below, which authorizes the Claims Administrator to distribute the Net Settlement Fund to Authorized Claimants.

1.43 “Settlement Fund” refers to the account to be established by the Escrow Agent to hold the Settlement Amount and any interest earned thereon.

1.44 “Parties” means Defendants and Lead Plaintiff.

1.45 “Summary Notice” means Summary Notice of (I) Pendency of Class Action and proposed Settlement, (II) Settlement Fairness Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as **Exhibit A-3**.

1.46 “Taxes and Tax Expenses” means: (i) taxes (including any interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Luna with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement Fund for Federal or state income tax purposes; and (ii) expenses and costs incurred in connection with the operation and implementation of ¶5.3 (including, without limitation, expenses of tax attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶5.3).

1.47 “Unknown Claims” means: (i) any claims that Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Persons, which if known by him,

her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement; and (ii) any Released Defendants' Claims that any Defendant does not know or expect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Persons, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that upon the Effective Date, the Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived and by operation of the Judgment or the Alternative 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 that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definitions of Released Claims and Released Defendants' Claims was separately bargained for and a key element of the Settlement of which this release is a part.

2. THE SETTLEMENT CONSIDERATION; ESTABLISHMENT OF ESCROW ACCOUNT

2.1. Luna shall pay, or cause to be paid, in cash, the sum of U.S. \$7,300,000.00 (seven million, three-hundred thousand U.S. dollars) by wire into the Escrow Account (to be established for the benefit of the Settlement Class) within 15 (fifteen) calendar days after the later of (i) the date the Court enters the Preliminary

Approval Order; or (ii) the date Luna's counsel receives wire instructions for the Escrow Account, and an IRS Form W-9 for the Settlement Fund. For avoidance of doubt, Luna's obligation to pay, or cause to be paid, the Settlement Amount is the only payment obligation of any Defendant, and any Defendant's insurance carriers.

2.2. The Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses and Notice and Administration Expenses as authorized by this Stipulation; (ii) Attorneys' Fees and Expenses authorized by the Court; (iii) any Award to Lead Plaintiff authorized by the Court; and (iv) other fees and expenses, if any, authorized by the Court. The balance of the Settlement Fund remaining after the above payments shall constitute the Net Settlement Fund, which shall be distributed to the Authorized Claimants in accordance with this Stipulation.

2.3. The Settlement is non-recapture, *i.e.* it is not a claims-made settlement. Upon the occurrence of the Effective Date, none of the Defendants, Released Defendant Persons, or any other Person or entity who or which paid any portion of the Settlement Amount, including, without limitation, Defendants' insurance carriers, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

2.4. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent, which shall be controlled by Lead Counsel (subject to the supervision of the Court) for the benefit of the Settlement Class until the Effective Date. To the extent that money is not paid out from the Settlement Fund as authorized by this Stipulation or as otherwise ordered by the Court, all assets held by the Escrow Agent in the Settlement Fund shall be deemed to be held in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed or returned pursuant to this Stipulation and/or further order of the Court. Other than amounts disbursed for Notice and Administration Expenses, Taxes and Tax Expenses, and Attorneys' Fees and Expenses, the remainder of the Settlement Fund

shall not be distributed before the Effective Date occurs. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon order of the Court. The Escrow Agent shall bear all risks related to the holding of the Settlement Fund in the Escrow Account.

2.5. The Escrow Agent, at the direction of Lead Counsel, shall invest all funds exclusively in eligible investments, meaning obligations issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, and the Escrow Agent (unless otherwise instructed by Lead Counsel) shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement Fund. The Released Defendant Persons shall have no responsibility for, interest in, or liability whatsoever with respect to investments decisions or the actions of the Escrow Agent, or any transaction executed by the Escrow Agent. Neither the Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes, legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Escrow Agent.

3. SCOPE AND EFFECT OF SETTLEMENT

3.1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) the Action as against the Defendants; (ii) any and all Released Claims as against the Released Defendant Persons; and (iii) any and all Released Defendants' Claims as against the Released Plaintiff Persons, as more fully set forth herein.

3.2. Upon the Effective Date of this Settlement, Lead Plaintiff and each of the Settlement Class Members, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, all Released Claims against each Released Defendant Person, whether or not Lead Plaintiff or any Settlement Class Member executes and delivers a Proof of Claim.

3.3. Upon the Effective Date of this Settlement, Defendants and each of the Released Defendant Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, each and every one of the Released Defendants' Claims against each Released Plaintiff Person.

3.4. The releases provided in this Stipulation shall become effective immediately upon the occurrence of the Effective Date without the need for any further action, notice, condition, or event.

4. ISSUANCE OF NOTICE; ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND DISTRIBUTION OF NET SETTLEMENT FUND

4.1. The Claims Administrator shall (a) administer the issuance of Notice to the Settlement Class in accordance with the terms of the Preliminary Approval Order and any other orders of the Court; (b) determine the validity of the Proofs of Claim submitted and calculate the recognized loss amounts of Authorized Claimants that shall be allowed; (c) administer the distribution of the Net Settlement Fund to Authorized Claimants; and (d) otherwise provide such claims administration services as are customary in settlements of this type, subject to such supervision of Lead Counsel and (as appropriate or as circumstances may require) the Court. The

Claims Administrator shall be retained subject to the condition that it agrees to be subject to the jurisdiction of the Court.

4.2. Notice and Administration Expenses shall be paid from the Settlement Fund. Notwithstanding that the Effective Date has not yet occurred, Lead Counsel may pay (or cause to be paid) from the Escrow Account, without further approval from Defendants or further order of the Court, may withdraw up to \$275,000 from the Settlement Fund to pay any reasonable Notice and Administration Expenses actually incurred and paid or payable. In the event that the Settlement is terminated pursuant to the terms of the Stipulation, all Notice and Administration Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendant Persons, or any other Person or entity who or which paid any portion of the Settlement Amount. In no event shall Lead Plaintiff or Lead Counsel be responsible for paying any amount for Notice and Administration Expenses.

4.3. No later than fifteen (15) calendar days following the filing of this Stipulation with the Court, Luna shall serve, or cause to be served, the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. (“CAFA”) on behalf of all Defendants. Luna shall be solely responsible for the costs of the CAFA notice and administering the CAFA notice. The Parties agree that any delay by Luna in timely serving the CAFA notice will not provide grounds for delay of the Fairness Hearing or entry of the Judgment.

4.4. The Released Defendant Persons shall have no role in, or any liability, obligation, or responsibility for selection of the Claims Administrator, the dissemination of the Notice (other than as provided in ¶4.3 above), the administration of the Settlement, or the distribution of the Settlement Fund, including with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in

connection with the administration of the Settlement or otherwise; (ii) the determination, administration, calculation, processing, review, or payment of any claims asserted against the Settlement Fund; or (iii) the payment or withholding of any taxes, expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

4.5. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit to the Claims Administrator a Proof of Claim, substantially in the form set forth in **Exhibit A-2** hereto and as approved by the Court, which, *inter alia*, will also provide for the release of all Released Claims as against all Released Defendant Persons. Each Proof of Claim must be signed under penalty of perjury by the beneficial owner(s) of the Luna securities that are the subject of the Proof of Claim, or by someone with documented authority to sign for the beneficial owner(s), and must be supported by such documents as specified in the Instructions contained in the Proof of Claim.

4.6. All Proofs of Claim must be postmarked or received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member who fails to submit a properly completed Proof of Claim within such period as shall be authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund (unless by order of the Court that such Settlement Class Member's claim is accepted), but will in all other respects be subject to the provisions of this Stipulation and the Judgment (or any Alternative Judgment), including, without limitation, the release of the Released Claims and dismissal of the Action. Provided that it is mailed by the submission deadline, a Proof of Claim shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the Instructions contained in the

Proof of Claim. In all other cases, the Proof of Claim shall be deemed to have been submitted on the date when actually received by the Claims Administrator.

4.7. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine, under the supervision of Lead Counsel, in accordance with this Stipulation and any applicable orders of the Court, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶4.9 below.

4.8. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim, the Claims Administrator shall communicate with the Claimant to give the Claimant the opportunity to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify in a timely fashion and in writing, all Claimants whose Proofs of Claim they propose to reject in whole or in part, setting forth the reasons thereof, and shall indicate in such deficiency notice that the Claimant whose claims are to be rejected has the right to review by the Court if the Claimant so desires and complies with the requirement of ¶4.9 below.

4.9. If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required by ¶4.6 above, serve upon the Claims Administrator a written statement of reasons indicating the Claimant's ground for contesting the rejection along with copies of any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

4.10. The administrative determination of the Claims Administrator accepting and rejecting claims shall be presented by Lead Plaintiff to the Court in a motion for approval of the Settlement Class Distribution Order.

4.11. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to such Claimant's claim, and such Claimant's claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

4.12. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but shall otherwise be bound by all of the terms of the Judgment (or Alternative Judgment) to be entered by the Court and the releases provided for in this Stipulation, and will be barred from bringing any action against the Released Defendant Persons arising out of or relating to the Released Claims.

4.13. All proceedings with respect to the administration, processing, and determination of claims described in this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

4.14. After the Claims Administrator calculates the recognized losses of each Authorized Claimant, Lead Counsel shall file a motion for distribution of the Net Settlement Fund with the Court, requesting the Court (a) to authorize the payment from the Settlement Fund any as yet unpaid Notice and Administration Expenses; (b) to resolve (if it has not previously done so or been asked to do so) any objections with respect to any rejected or disallowed claims; and (c) approve the distribution of the Net Settlement Fund to the Authorized Claimants upon final resolution of any rejected or disallowed claims. Such motion shall not be filed until after all of the

following conditions have been met: (i) the Effective Date has occurred; (ii) all claims have been processed, and all Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard by the Claims Administrator concerning such rejection or disallowance; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, and any appeals therefrom have been resolved or the time therefor has expired.

4.15. If any balance remains in the Net Settlement Fund six (6) months after the date of the initial distribution the Net Settlement Fund (by reason of tax refunds, uncashed checks, or otherwise), Lead Counsel shall request the Claims Administrator, if economically feasible and reasonable, to reallocate such balance among those Authorized Claimants who have cashed their checks in an equitable fashion, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. If any balance shall still remain in the Net Settlement Fund six (6) months after such re-distribution, then such balance shall be contributed to a non-sectarian, non-profit Section 501(c)(3) organization. Lead Plaintiff will propose such organization for Defendants' consent and for final determination by the Court.

4.16. No Person shall have any claim against any Released Defendant Persons (including any Defendants' Counsel), any Released Plaintiff Persons (including any Plaintiffs' Counsel), or the Claims Administrator, based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or any orders of the Court.

5. TAX TREATMENT

5.1. The Parties agree that the Settlement Fund is intended at all times to be a qualified settlement fund within the meaning of Treasury Regulation §1.46813-1

and §468B of the Internal Revenue Code, as amended, for the taxable years of the Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, Lead Plaintiff and Luna, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2. For purposes of §468B of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Claims Administrator. The Claims Administrator shall timely and properly file all tax returns necessary or advisable with respect to the Settlement Fund, and make all required tax payments, including deposits of estimated tax payments in accordance with Treas. Reg. §1.468B-2(k). Such returns (as well as the election described in ¶5.1 above) shall be consistent with this paragraph and reflect that all Taxes and Tax Expenses (including any estimated Taxes and Tax Expenses, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

5.3. All Taxes and Tax Expenses shall be paid out of the Settlement Fund. In all events, the Released Defendant Persons shall have no liability for Taxes and Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything in this Stipulation to the contrary) to withhold from distribution to Settlement Class Members any funds

necessary to pay such Taxes and Tax Expenses, including the establishment of adequate reserves for any Taxes and Tax Expenses. Lead Plaintiff and Luna agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

5.4. The Released Defendant Persons shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendant Persons harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

5.5. Lead Plaintiff and Lead Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold Lead Plaintiff and Lead Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

6. ALLOCATION OF NET SETTLEMENT FUND

6.1. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as **Exhibit A-1**, or in such other Plan of Allocation as the Court approves.

6.2. The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Plan of Allocation shall be prepared and proposed (subject to the Court's approval) solely by Lead Counsel. The Released Defendant Persons will have no involvement in reviewing or challenging claims, and shall not bear any cost or responsibility for Notice, administration, or the allocation of the

Settlement Amount among Settlement Class Members. The Plan of Allocation, and any changes thereto, is a matter separate and apart from the Settlement between the Parties, and any decision by the Court concerning the Plan of Allocation, or any changes thereto, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or affect the enforceability of, this Stipulation, or affect or delay the validity or finality of the Judgment (or Alternative Judgment) approving the Settlement. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the total Recognized Claims of all Authorized Claimants.

6.3. Defendants shall have no involvement in the solicitation or review of Proofs of Claim, and shall have no involvement in the administration process itself, which shall be conducted by the Claims Administrator in accordance with this Stipulation, the Plan of Allocation, and any orders that may be entered by the Court. No Claimant or Authorized Claimant shall have any claim against any Released Defendant Person or their counsel based on, or in any way relating to, the distributions from the Settlement Fund.

6.4. No Authorized Claimant shall have any claim against Lead Plaintiff, Lead Counsel or the Claims Administrator based on, or in any way relating to, the distributions from the Net Settlement Fund that have been made substantially in accordance with this Stipulation and any applicable orders of the Court.

7. THE FEE AND EXPENSE APPLICATIONS

7.1. Lead Counsel will submit applications to the Court (the “Fee and Expense Applications”) for an award of Attorneys’ Fees and Expenses, including for (i) attorneys’ fees and payment of litigation costs and expenses incurred in connection with the prosecution of the Action, plus interest on such amounts

awarded at the same rate as earned on the Settlement Fund until paid; and (ii) for an Award to Lead Plaintiff.

7.2. Any Attorneys' Fees and Expenses awarded by the Court shall be payable from the Gross Settlement Fund immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof.

7.3. Except as provided in ¶ 7.2 above, Lead Counsel shall thereafter be solely responsible for allocating the Attorneys' Fees and Expenses among all counsel who have represented Lead Plaintiff or the proposed Settlement Class in a manner in which Lead Counsel may or have agreed based on their assessment of the overall respective contributions of such counsel to the initiation, prosecution, and resolution of the Action. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any Attorneys' Fees and Expense award is overturned or reduced, or if the Settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within fifteen (15) business days after receiving notice from any Defendants' Counsel or such an order from a court of appropriate jurisdiction, Lead Counsel shall refund to the Settlement Fund such Attorneys' Fees and Expenses previously paid to them, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction.

7.4. Any Award to Lead Plaintiff shall be paid from the Settlement Fund ten (10) calendar days following the Judgment becoming Final.

7.5. The Released Defendant Persons shall have no responsibility for, and no liability whatsoever with respect to any payment to Lead Counsel from the Settlement Fund.

7.6. It is agreed that the procedure for and the allowance or disallowance by the Court of any Fee and Expense Application shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify, or cancel this Stipulation or affect or delay its finality, and shall have no effect on the terms of this Stipulation or on the validity or enforceability of this Settlement. The approval, finality and effectiveness of the Settlement shall not be contingent on an award of Attorneys' Fees and Expenses, or on any Award to Lead Plaintiff.

8. THE PRELIMINARY APPROVAL ORDER

8.1. Within fifteen (15) calendar days of executing this Stipulation, Lead Plaintiff will file a motion, after providing Defendants a reasonable opportunity to review and comment, for entry of a Preliminary Approval Order in connection with settlement proceedings substantially in the form annexed hereto as **Exhibit A**, providing for, among other things: (a) preliminary approval of the Settlement as set forth in this Stipulation; (b) the setting of deadlines for the mailing of the Notice and dissemination of the Summary Notice; (c) the setting of deadlines for Settlement Class Members to submit Proofs of Claim, or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense Application ("Objections"); (d) the setting of the time, date and location for the Fairness Hearing; (e) approval of Lead Counsel's recommended Claims Administrator; and (f) approval of the form and content of the Notice, the Proof of Claim and Release, and the Summary Notice, respectively, substantially in the forms of **Exhibits A-1, A-2, and A-3** attached hereto.

8.2. Any Settlement Class Member who wishes to exclude themselves from this Settlement must do so in the manner specified and within the deadlines specified in the Preliminary Approval Order and the Notice.

8.3. Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement or to any aspect of the Plan of Allocation or the Fee and Expense Application must do so in the manner specified and within the deadlines specified in the Preliminary Approval Order and the Notice.

8.4. As part of the motion or application for entry of the Preliminary Approval Order, the Parties, unless they otherwise agree in writing, shall request that the Court hold the Fairness Hearing, on a date to occur at least twenty-one (21) calendar days after the deadline(s) referenced in ¶¶8.1-8.3 above for Settlement Class Members to submit any Objections.

9. THE JUDGMENT

9.1. Following the issuance of Notice, Lead Plaintiff shall file with the Court a motion for final approval of the Settlement and entry of a Judgment substantially in the form of **Exhibit B** hereto. Should Lead Plaintiff so request, Defendants shall join in requesting final approval of the Settlement and entry of a Judgment substantially in the form of **Exhibit B** hereto.

10. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

10.1. The Effective Date of the Settlement shall be the date on which all of the following events have occurred:

- a. the Court has entered the Preliminary Approval Order in all material respects;
- b. the full amount of the Settlement Amount has been paid into the Escrow Account pursuant to ¶2.1 above;
- c. Luna has not exercised its right (if applicable) to terminate the Settlement pursuant to ¶10.4 or ¶10.5 below, and their options (if applicable) to do

so have expired in accordance with the terms of the Stipulation and/or the Supplemental Agreement (defined below);

d. Lead Plaintiff has not exercised its right (if applicable) to terminate the Settlement pursuant to ¶10.4, and its option (if applicable) to do so has expired in accordance with the terms of the Stipulation; and

e. the Court has entered the Judgment (or Alternative Judgment) following issuance of Notice to the Settlement Class that approves the Settlement, and such Judgment has become Final.

10.2. Upon the occurrence of all of the events referenced in ¶10.1 above, Lead Plaintiff shall have, and each Settlement Class Member shall hereby be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, settled, and discharged, the Released Defendant Persons from and with respect to the Released Claims, whether or not such Settlement Class Members have executed a Proof of Claim.

10.3. Upon the occurrence of all of the events referenced in ¶ 10.1 above, any obligation (if otherwise applicable) of the Escrow Agent to return any funds from the Settlement Fund to Luna pursuant to ¶10.7 or any other provision of this Stipulation shall be absolutely and forever extinguished.

10.4. Luna or Lead Counsel shall each in their respective discretions have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other counsel for the Parties within thirty (30) calendar days of:

a. the Court’s Final non-appealable refusal to enter the Preliminary Approval Order in any material respect;

b. the Court’s Final non-appealable refusal to approve this Stipulation or any material part of it (except with respect to any decision by the Court concerning the Fee and Expense Application and Plan of Allocation);

c. the Court's Final non-appealable refusal to enter the Judgment (or an Alternative Judgment) in any material respect; or

d. the date on which the Judgment (or an Alternative Judgment) is modified or reversed in any material respect by a Court of Appeals or the United States Supreme Court and such modification or reversal has become Final.

10.5. If, prior to the Fairness Hearing, Persons who otherwise would be Settlement Class Members have timely submitted a valid request for exclusion ("Request for Exclusion") from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice issued pursuant thereto, and who have not retracted their Request for Exclusion before the Fairness Hearing, and such Persons in the aggregate purchased or otherwise acquired Luna securities during the Class Period in an amount equal to or greater than the amount specified in a separate Supplemental Opt-Out Agreement between Lead Plaintiff and Defendants' Counsel (the "Supplemental Agreement"), then Luna, in its sole discretion, shall have the option to terminate this Stipulation and Settlement in accordance with the requirements and procedures set forth in the Supplemental Agreement. Lead Counsel shall, however, have the opportunity to seek retraction of any Request for Exclusion prior to the Fairness Hearing. The Supplemental Agreement shall not be filed with the Court unless and until a dispute among Lead Plaintiff and Luna concerning its interpretation or application arises, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. The Court may examine the Supplemental Agreement if so requested by the Court, and if the Court requires that it be filed, Lead Plaintiff and Luna shall request that it be filed under seal and that the Supplemental Agreement be provided to the Court for *in camera* review.

10.6. If Luna (or its successor) does not pay or cause to be paid the Settlement Amount in full within the time period specified in ¶2.1 of this Stipulation, then Lead

Counsel, in its sole discretion, may, at any time prior to the Court entering the Judgment (or an Alternative Judgment) seek to enforce the terms of the Settlement and this Stipulation and seek entry of a judgment and/or order effecting and enforcing the terms of this Stipulation; and/or pursue such other rights as Lead Plaintiff and the Settlement Class may have arising out of the failure to timely pay the Settlement Amount in full into the Escrow Account.

10.7. Except as otherwise provided herein, in the event the Settlement is terminated in accordance with its terms, the Judgment (or Alternative Judgment) is vacated, or the Effective Date fails to occur, then (a) the Parties shall be deemed to have reverted to their respective statuses and positions in the Action as of the date of this Stipulation, and the fact and terms of the Settlement shall not be admissible in any trial of the Action and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and (b) any portion of the Settlement Amount previously paid by or on behalf of the Defendants, together with any interest earned thereon (and, if applicable, repayment of any award of Attorneys' Fee and Expenses), less any actual and reasonable Notice and Administration Costs incurred and any Taxes paid or due, shall be returned within fourteen (14) business days after the date of the event causing termination to the party, insurer or other entity that contributed the funds. Notwithstanding anything to the contrary herein, however, the provisions of §§ 1.1-1.47, 2.5, 4.2, 4.4, 5.1-5.5, 7.3, 12.1-12.2, 13.5, 13.7-13.8, and 13.20 shall survive termination.

10.8. If this Stipulation is terminated pursuant to its terms at the request of Luna or Lead Plaintiff, the Escrow Agent or the Escrow Agent's designee shall (a) apply for any tax refund owed to the Settlement Fund and (b) pay the proceeds of any tax refund, after deduction of any fees and expenses incurred in connection with such refund application(s), to Luna.

10.9. No order of the Court or modification or reversal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, and expenses awarded by the Court shall constitute grounds for termination of the Stipulation.

11. CLASS CERTIFICATION

11.1. Solely for purposes of this Settlement, the Parties hereby stipulate to certification of the Settlement Class, appointment of Plaintiffs as Class Representatives, and appointment of Lead Counsel as Class Counsel, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. The certification of the Settlement Class shall be binding only with respect to the Settlement and only if the Judgment becomes Final. If the Court does not approve the Settlement for any reason, Defendants reserve the right to oppose class certification, appointment of any plaintiff as class representative, and/or appointment of class counsel in any future proceedings.

12. NO ADMISSION OF LIABILITY OR WRONGDOING

12.1. The Parties covenant and agree that neither this Stipulation, whether or not consummated, (nor the Settlement contained therein), nor any of its terms and provisions, nor any of the negotiations, documents, or proceedings connected with them, is evidence, or an admission or concession by any Party or their counsel, any Settlement Class Member, or any of the Released Defendant Persons, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted or could have been alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses alleged or asserted or could have been alleged or asserted in the Action, any wrongdoing by any Party, Settlement Class Member, or any of the Released Defendant Persons, or any

damages or injury to any Party, Settlement Class Member, or any Released Defendant Person. Neither this Stipulation, nor any of the terms and provisions of this Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any Released Defendant Person, or of any infirmity of any defense, or of any damages to Plaintiffs or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Persons concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Persons or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that this Stipulation, the documents related hereto, or the Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to enforce the Settlement or Final Judgment, to effectuate the liability protection granted them hereunder, to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, offset or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or as otherwise required by law.

12.2. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims of any Defendant against his, her, or its insurers, or insurers' subsidiaries, indemnitors, predecessors, successors, assigns, affiliates, or

representatives. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims relating to indemnification, advancement, or any undertakings, by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

13. MISCELLANEOUS PROVISIONS

13.1. The Parties acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation.

13.2. The Parties shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and the Parties and their respective counsel agree to cooperate reasonably with one another in seeking judicial approval of the Preliminary Approval Order, the Stipulation and the Settlement, and the entry of the Judgment (or an Alternative Judgment), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final judicial approval of the Settlement and to effectuate and implement all terms and conditions of this Stipulation.

13.3. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall also retain jurisdiction for purposes of, *inter alia*, entering orders relating to the Fee and Expense Application, the Plan of Allocation, and the enforcement of the terms of this Stipulation.

13.4. The Parties agree that the Settlement Amount, and the other terms of the Settlement, were negotiated at arm's length and in good faith by the Parties, and that the Settlement was reached voluntarily and only after negotiations conducted under the auspices of a highly experienced mediator during which all Parties were represented by experienced and competent legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

13.5. By executing this Stipulation, each of the Parties represents that they have the right, legal capacity, power and authority to enter into this Stipulation and to perform their obligations hereunder, without requiring additional consent, approval, or authorization of any other person, board, entity, tribunal, or other regulatory or governmental authority.

13.6. By executing this Stipulation, each of the Parties represents that the execution and delivery of this Stipulation and the performance of each and every obligation in this Stipulation does not and will not result in a breach of or constitute a default under, or require any consent under, any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation, or instrument to which the executing Party is a party or by which the executing Party is bound or affected.

13.7. Each Party agrees that no agreements, representations, warranties, inducements, covenants, or promises of any kind or character have been made by any other Person to induce the execution of this Stipulation except as expressly provided in this Stipulation, and that this Stipulation and its exhibits, together with the Supplemental Agreement constitutes the entire agreement between the Parties.

13.8. Each Party represents and warrants that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Stipulation and in connection with the preparation and execution of this Stipulation, and that they have been afforded sufficient time and opportunity to review this Stipulation with counsel of their choice.

13.9. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth in this Stipulation. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

13.10.No amendment or modification of this Stipulation shall be effective unless in writing and signed by, or on behalf of, all of the Parties.

13.11.Whenever this Stipulation requires or contemplates that a Defendant shall or may give notice to Lead Plaintiff (or Lead Counsel), or that Lead Plaintiff shall or may give notice to a Defendant (or Defendants' Counsel), unless otherwise specified such notice shall be provided by email and next business day express delivery service, as set forth below, to the below-listed counsel:

If to Lead Plaintiffs or Lead Counsel:

HAGENS BERMAN SOBOL SHAPIRO LLP
c/o Lucas E. Gilmore
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
lucasg@hbsslaw.com

If to Defendants or Defendants' Counsel:

KING & SPALDING LLP
c/o Lisa R. Bugni
533 West Fifth Street, Suite 1600
Los Angeles, CA 90071
lbugni@kslaw.com

MORGAN, LEWIS & BOCKIUS, LLP
c/o Emily Renshaw
One Federal Street
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GOODWIN PROCTER LLP
c/o Daniel Roeser
The New York Times Building
620 Eighth Avenue
New York, NY 10018
droeser@goodwinlaw.com

JENNER AND BLOCK LLP
c/o Stephen L. Ascher
1155 Avenue of the Americas
New York, NY 10036

sascher@jenner.com

13.12.Except as otherwise provided herein, each Party shall bear its own costs. Lead Counsel's Attorneys' Fees and Expenses, subject to Court approval, shall

be paid only out of the Settlement Fund, and the Released Defendant Persons shall have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

13.13. Lead Counsel, on behalf of the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and to enter into any written modifications or amendments to this Stipulation on behalf of the Settlement Class.

13.14. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and representatives of the Parties. No assignment shall relieve any Party hereto of any obligations hereunder.

13.15. This Stipulation and all exhibits hereto shall be governed by, construed, performed, and enforced in accordance with the laws of the State of California without regard to its rules of conflicts of law, except to the extent that federal law requires that federal law governs.

13.16. Lead Plaintiff, on behalf of himself and each Settlement Class Member, and the other Parties hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation, the applicability of this Stipulation, or the enforcement of this Stipulation. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of Attorneys' Fees and Expenses to Lead Plaintiff's Counsel and any Award to Lead Plaintiff.

13.17. The Parties acknowledge that each Party has participated jointly and equally in the negotiation and preparation of this Stipulation. In the event an ambiguity or question of intent or interpretation arises, such ambiguity or question shall not be construed against any Party, and no presumption or burden of proof shall

arise from favoring or disfavoring any Party solely by virtue of the authorship of any of the provisions of this Stipulation, and instead this Stipulation shall be construed as if all Parties participated equally in the drafting of all such provisions.

13.18. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. Unless this Settlement is terminated in accordance with its terms, the Judgment (or Alternative Judgment) is vacated, or the Effective Date fails to occur, the Parties agree not to assert that the Action was brought by Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis, and further agree not to assert that any Party violated any provision of Rule 11 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995, or any other similar statute, rule, or law, relating to the commencement, prosecution, maintenance, defense, litigation or settlement of the Action. In all events, Lead Plaintiff and his counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

13.19. This Stipulation shall be construed and interpreted to effectuate the intent of the Parties, which is to resolve completely those claims and disputes, including in the Action, as more fully described herein. If any provision of this Stipulation and Settlement, or any document necessary to effectuate it, is determined to be invalid, void, or illegal, such provision or document shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision or document affect, impair, or invalidate any other provision hereof.

13.20. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts

performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

13.21. The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have legal effect.

13.22. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver by any other Party of such breach, nor shall it be deemed a waiver of any other breach of this Stipulation, including any prior or subsequent breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected Party or counsel for that Party. No failure or delay on the part of any Party in exercising any right, remedy, power, or privilege under this Stipulation shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Stipulation; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Stipulation, or preclude further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.23. The Parties agree that nothing contained in this Stipulation shall cause any Party to be the agent or legal representative of another Party for any purpose whatsoever, nor shall this Stipulation be deemed to create any form of business organization between the Parties, nor is any Party granted any right or authority to assume or create any obligation or responsibility on behalf of any other Party, nor shall any Party be in any way liable for any debt of another Party as a result of this Stipulation except as explicitly set forth in this Stipulation.

13.24. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given

by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

13.25. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have full authority to do so on behalf of their respective clients, and that they similarly have the authority to take all appropriate actions required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

13.26. This Stipulation may be executed in one or more original, photocopied, PDF copies or facsimile counterparts, and facsimile, conformed or scanned signatures shall have the same force and effect as original signatures, and the exchange of fully executed copies of this Stipulation may similarly be effectuated by pdf/email to the email addresses shown below for the Parties' respective counsel. All executed counterparts and each of them shall be deemed to be one and the same instrument. A copy of the complete set of executed counterparts of this Stipulation shall be electronically filed with the Court.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Stipulation, have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 5, 2025.

DATED: May 5, 2025

**HAGENS BERMAN SOBOL
SHAPIRO LLP**

KING & SPALDING LLP

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By: /s/ Lisa R. Bugni

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 In re LUNA INNOVATIONS
11 INCORPORATED SECURITIES
12 LITIGATION

13
14 This Document Relates To:

15 *ALL ACTIONS*
16
17
18

Master File No. 2:24-cv-02630-CBM-KS

**[PROPOSED] ORDER GRANTING
LEAD PLAINTIFF’S MOTION
FOR (I) PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT;
(II) CERTIFICATION OF THE
SETTLEMENT CLASS;
(III) APPROVAL OF NOTICE TO
THE SETTLEMENT CLASS, AND
(IV) SCHEDULING OF FAIRNESS
HEARING**

Hearing Date: Tuesday, June 3, 2025

Hearing Time: 10:00 a.m.

Courtroom: Courtroom 8D, 8th Floor

Judge: Hon. Consuelo Marshall

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23 WHEREAS, an action is pending before this Court captioned *In re Luna*
24 *Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS
25 (the “Action”);

26 WHEREAS, Lead Plaintiff George Lang, on behalf of himself and the
27 Settlement Class, and Defendants Luna Innovations Incorporated (“Luna”), Scott A.
28

1 Graeff, Eugene J. Nastro, and George Gomez-Quintero (together with Lead Plaintiff,
2 the “Parties”) have determined to settle all claims asserted against Defendants in this
3 Action with prejudice on the terms and conditions set forth in the Stipulation and
4 Agreement of Settlement dated May 5, 2025 (the “Stipulation”) (ECF No. __), which
5 is subject to review under Rule 23 of the Federal Rules of Civil Procedure (“FRCP”)
6 and which, together with the exhibits annexed thereto, sets forth the terms and
7 conditions for the resolution, discharge, release, and settlement of the Released
8 Claims upon and subject to the terms and conditions thereof, and the Court having
9 read and considered the Stipulation, the exhibits thereto, and the related submissions,
10 and finding that substantial and sufficient grounds exist for entering this Order; and
11 the Parties having consented to the entry of this Order; subject to approval of this
12 Court (“Settlement”);

13 WHEREAS, Plaintiffs have made an application, pursuant to FRCP 23, for an
14 order preliminarily approving the Settlement in accordance with the Stipulation,
15 certifying the Settlement Class for purposes of the Settlement only, and allowing
16 notice to Settlement Class Members as more fully described herein;

17 NOW, THEREFORE, IT IS HEREBY ORDERED that:

18 1. Pursuant to FRCP 23(a) and 23(b)(3), for the purposes of the Settlement,
19 the Action is hereby preliminarily certified as a class action on behalf of a Settlement
20 Class consisting of all Persons who purchased or otherwise acquired Luna securities
21 between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were
22 damaged thereby. Excluded from the Settlement Class are: (i) the Defendants;
23 (ii) Immediate Family Members of Defendants Scott A. Graeff, Eugene J. Nastro,
24 and George Gomez-Quintero; (iii) any person who is or was an officer or director of
25 Luna; (iv) any firm or entity in which Defendants have or had a majority ownership
26 interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or
27 subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the
28 legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or

1 assigns of any excluded person or entity, in their respective capacity as such. Also
2 excluded are any Persons or entities who properly exclude themselves by filing a
3 valid and timely request for exclusion in accordance with the requirements set by the
4 Court

5 2. This Court finds that the prerequisites for class certification under FRCP
6 23(a) have been satisfied in that: (a) the number of Settlement Class Members is so
7 numerous that joinder of all members of the Settlement Class is impracticable;
8 (b) there are questions of law and fact common to the Settlement Class; (c) the claims
9 of Lead Plaintiff are typical of the claims of the Settlement Class he seeks to
10 represent; and (d) Lead Plaintiff will fairly and adequately represent and protect the
11 interests of the Settlement Class. In addition, the Court finds that this Action satisfies
12 the requirements for class certification under FRCP 23(b)(3) in that common
13 questions of law and fact predominate over any questions affecting only individual
14 members, and a class action is superior to other available methods for fairly and
15 efficiently adjudicating the controversy among Lead Plaintiff and Defendants.

16 3. In so finding, the Court has considered each of the following additional
17 factors under FRCP 23(b)(3) and finds that they also support class certification,
18 namely:

19 (a) the interest of members of the class in individually controlling the
20 prosecution of separate actions;

21 (b) the extent and nature of any litigation concerning the controversy
22 already begun by or against class members;

23 (c) the desirability or undesirability of concentrating the litigation of
24 the claims in the particular forum; and

25 (d) the difficulties likely to be encountered in managing a class
26 action, given, *inter alia*, that the proposed class is being certified in the context of a
27 settlement (such that, if the Settlement is approved, there will be no class action
28 litigation as to the Lead Plaintiff and Defendants for the Court to manage).

1 4. Pursuant to FRCP 23(c)(1) and 23(g), Lead Plaintiff is certified as the
2 class representative (“Class Representative”) of the Settlement Class and Hagens
3 Berman Sobol Shapiro LLP is appointed as class counsel for the Settlement Class
4 (“Class Counsel”).

5 5. The Court preliminarily finds that: (a) the Stipulation resulted from
6 good faith, arm’s length negotiations conducted under the auspices of an independent
7 mediator, Jed D. Melnick, Esq., of JAMS, who has extensive experience in mediating
8 class action litigations of this type; and (b) the terms of the proposed Settlement are
9 sufficiently fair, reasonable, and adequate to warrant providing notice of the
10 Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing
11 to be held following the issuance of such notice pursuant to FRCP 23(e).

12 6. The Court therefore directs the issuance of notice of the Settlement to
13 the Settlement Class Members and the scheduling of a Fairness Hearing, as set forth
14 below.

15 7. The Court hereby schedules the Fairness Hearing, to be held before the
16 Court, on _____ 2025 at __:___ .m. for the following purposes:

17 (a) to determine finally whether the requirements for class action
18 treatment under FRCP 23 are satisfied;

19 (b) to determine finally whether the Settlement is fair, reasonable,
20 and adequate, and should be approved by the Court;

21 (c) to determine whether the Judgment as provided under the
22 Stipulation should be entered, dismissing the Action on the merits and with prejudice
23 as to Defendants, and releasing the Released Claims as against the Released
24 Defendant Persons (and Released Defendant Claims as against the Released Plaintiff
25 Persons) as set forth in the Stipulation;

26 (d) to determine whether the proposed Plan of Allocation for the
27 distribution of the Net Settlement Fund is fair and reasonable and should be approved
28 by the Court;

1 (e) to consider Lead Counsel's Fee and Expense Applications for
2 awards of attorneys' fees and expenses (including any awards to the representative
3 plaintiff pursuant to 15 U.S.C. §78u-4(a)(4));

4 (f) to consider any valid objections submitted to the Court, as further
5 provided for herein and in the accompanying proposed forms of Notice; and

6 (g) to rule upon such other matters as the Court may deem
7 appropriate.

8 8. The Court reserves the right to modify this Order to provide that the
9 Fairness Hearing be held remotely, including by dial-in conference call or video-
10 conferencing means. Should the Court enter such a modification, Class Counsel are
11 hereby ordered to cause the Claims Administrator to promptly provide prominent
12 notice of such modification (including relevant details and instructions as to how
13 Settlement Class Members may dial in or log in and, to the extent applicable, be heard
14 at the Fairness Hearing) on a website to be established by the Claims Administrator
15 in this matter for the purposes of facilitating the dissemination of the Notice and other
16 information about this Action (the "Settlement Website").

17 9. The Court also reserves the right to adjourn the Fairness Hearing to a
18 later date or time without further notice to the Settlement Class Members other than
19 entry of an Order on the Court's docket (provided that the time or the date of the final
20 Fairness Hearing shall not be set at a time or date earlier than the time and date set
21 forth in ¶7 above). In such event, however, Class Counsel are directed to instruct the
22 Claims Administrator to post notice of any such adjournment on the Settlement
23 Website.

24 10. Following the Fairness Hearing, the Court reserves the right to approve
25 the Settlement without modification, or with such modifications as the Parties may
26 agree, without further notice, and to enter its Judgment approving the Settlement and
27 dismissing the Action on the merits and with prejudice as to Defendants, and
28 regardless of whether it has approved the Plan of Allocation or awarded attorneys'

1 fees and expenses.

2 11. The Court approves the form and substance of: (a) the Notice; (b) the
3 Proof of Claim and Release Form; (c) the Summary Notice, and (d) the Postcard
4 Notice, which are Exhibits A-1, A-2, A-3, and A-4, respectively, to the Stipulation.

5 12. The Court finds that Class Counsel has the authority to act on behalf of
6 the Settlement Class as to all acts or consents that are required by or may be given
7 pursuant to the Stipulation, or that are reasonably necessary to consummate the
8 Settlement.

9 13. For settlement purposes only, Epiq Class Action and Claims Solutions,
10 Inc., is appointed as the Claims Administrator to supervise and administer the notice
11 procedure and the processing of claims.

12 14. To the extent they have not already done so, Class Counsel shall provide
13 wire instructions for the Escrow Account and an IRS Form W-9 for the Settlement
14 Fund to Defendants' Counsel within five (5) business days of the date of this Order.
15 By or before the fifteenth (15th) calendar day after the entry of this Order on the
16 Court's docket, Luna shall pay or cause to be paid the Settlement Amount of U.S.
17 \$7,300,000.00 by wire into the Escrow Account.

18 15. The Claims Administrator shall cause the Postcard Notice, substantially
19 in the form annexed hereto, to be mailed, by first-class mail, postage prepaid,
20 beginning by the thirtieth (30th) calendar day after entry of this Order, to all
21 Settlement Class Members who can be identified with reasonable effort, including
22 nominees or custodians who purchased or otherwise acquired shares of Luna
23 securities during the Class Period as record owners but not as beneficial owners.
24 Nominees or custodians receiving the Postcard Notice are hereby directed, within ten
25 (10) calendar days of receipt of the Postcard Notice, to either (a) forward copies of
26 the Postcard Notice to their beneficial owners or (b) provide the Claims
27 Administrator with lists of the names, last known addresses, and email addresses (to
28 the extent known) of such beneficial owners, in which case the Claims Administrator

1 is directed to send the Postcard Notice promptly to such identified beneficial owners.
2 Nominee purchasers who elect to send the Postcard Notice to their beneficial owners
3 shall send a statement to the Claims Administrator confirming that the mailing was
4 made as directed. Additional copies of the Postcard Notice shall be made available
5 to any record holder requesting such for the purpose of distribution to beneficial
6 owners. The Claims Administrator shall, if requested, reimburse nominees or
7 custodians out of the Settlement Fund solely for their reasonable out-of-pocket
8 expenses, which expenses would not have been incurred but for the sending of such
9 Postcard Notice or the requirement to identify their beneficial holders, subject to
10 further order of this Court with respect to any dispute concerning such
11 reimbursement.

12 16. Class Counsel shall, at least seven (7) calendar days before the Fairness
13 Hearing, serve upon Defendants' Counsel, and file with the Court, proof of the
14 mailing of the Postcard Notice as required by this Order.

15 17. Class Counsel, through the Claims Administrator, shall cause the
16 Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim
17 to be posted on the Settlement Website to be established by the Claims Administrator
18 for the Settlement within thirty (30) calendar days after entry of this Order.

19 18. Class Counsel, through the Claims Administrator, shall cause the
20 Summary Notice to be published electronically once on the *PRNewswire* and in print
21 once in *Investor's Business Daily* within forty (40) calendar days of entry of this
22 Order. Class Counsel shall, at least seven (7) calendar days before the Fairness
23 Hearing, serve upon Defendants' Counsel, and file with the Court, proof of
24 publication of the Summary Notice.

25 19. The Court finds that the forms and methods set forth herein of notifying
26 the Settlement Class Members of the Settlement and its terms and conditions meet
27 the requirements of due process, FRCP 23, and all other applicable laws and rules
28 and constitute the best notice practicable under the circumstances, and shall

1 constitute due and sufficient notice to all persons and entities entitled thereto, and are
2 reasonably calculated under the circumstances to describe the terms and effect of the
3 Settlement and to apprise the Settlement Class Members of their right to object to the
4 proposed Settlement. No Settlement Class Member will be relieved from the terms
5 and conditions of the Settlement, including the releases provided for therein, based
6 upon the contention or proof that such Settlement Class Member failed to receive
7 actual or adequate notice.

8 20. All reasonable fees and expenses incurred in identifying and notifying
9 Settlement Class Members, and in administering the Settlement, shall be paid as set
10 forth in the Stipulation. In the event the Settlement is not finally approved by the
11 Court, or otherwise fails to become effective, neither Lead Plaintiff nor his counsel
12 shall have any obligation to repay any amounts actually and properly disbursed from
13 the Settlement Fund, except as provided in the Stipulation.

14 21. To be eligible to participate in any recovery from the Net Settlement
15 Fund, if the Settlement becomes effective, each Settlement Class Member must take
16 the following actions and be subject to the following conditions:

17 (a) At least thirty (30) days prior to the final Fairness Hearing, each
18 Person claiming to be an Authorized Claimant shall be required to submit to the
19 Claims Administrator a completed Proof of Claim, substantially in the form of
20 Exhibit A-2 to the Stipulation, signed under penalty of perjury and accompanied by
21 adequate supporting documentation for the transactions reported therein as specified
22 in the Proof of Claim, or by such other supporting documentation as is deemed
23 adequate by the Claims Administrator;

24 (b) Except as otherwise ordered by the Court, all Settlement Class
25 Members who fail to timely submit a Proof of Claim by such date, or such other date
26 as may be ordered by the Court, shall be forever barred from receiving any payments
27 pursuant to the Stipulation and Settlement set forth therein, but will, in all other
28 respects, be subject to and bound by the provisions of the Stipulation, the releases

1 contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel
2 may, in its discretion (a) accept for processing late submitted claims, so long as the
3 distribution of the Net Settlement Fund to Authorized Claimants is not materially
4 delayed; and (b) waive what Class Counsel deem to be de minimis or technical
5 defects in any Proof of Claim submitted. No Person shall have any claim against
6 Lead Plaintiff, Class Counsel, or the Claims Administrator by reason of any exercise
7 of discretion with respect to such late-submitted or technically deficient claims.

8 (c) Each Proof of Claim shall be deemed to have been submitted
9 when legibly postmarked (if properly addressed and mailed by first class mail)
10 provided such Proof of Claim is actually received before the filing of a motion for an
11 Order of the Court approving distribution of the Net Settlement Fund. Any Proof of
12 Claim submitted in any other manner shall be deemed to have been submitted when
13 it was actually received by the Claims Administrator at the address designated in the
14 Notice.

15 (d) Once the Claims Administrator has considered a timely submitted
16 Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected.
17 For each claim determined to be either deficient or rejected, the Claims Administrator
18 shall send a deficiency letter or rejection letter as appropriate, describing the basis on
19 which the claim was so determined. Persons who timely submit a Proof of Claim
20 that is deficient or rejected shall be afforded twenty (20) calendar days to cure such
21 deficiency if it shall appear that such deficiency may be cured. If any Claimant whose
22 claim has been rejected in whole or in part wishes to contest such rejection, the
23 Claimant must, within twenty (20) calendar days after the date of mailing of the
24 notice of such rejection, serve upon the Claims Administrator a notice and statement
25 of reasons indicating the Claimant's ground for contesting the rejection along with
26 any supporting documentation, and requesting a review thereof by the Court. If an
27 issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter
28 present the request for review to the Court.

1 (e) As part of the Proof of Claim, each Settlement Class Member
2 shall submit to the jurisdiction of the Court with respect to the claim submitted, and
3 shall, upon the Effective Date, release all claims as provided in the Stipulation. No
4 discovery shall be allowed on the merits of the Action or the Settlement in connection
5 with the processing of any Proofs of Claim, nor shall any discovery from or of
6 Defendants be allowed on any topic.

7 22. Settlement Class Members who do not submit valid and timely Proofs
8 of Claim will be forever barred from receiving any payments from the Net Settlement
9 Fund, but will in all other respects be subject to and bound by the terms of the
10 Stipulation and the Judgment, if entered and the Settlement becomes effective, and
11 will be permanently barred and enjoined from bringing any action, claim, or other
12 proceeding of any kind against the Released Defendant Persons with respect to the
13 Released Claims. Settlement Class Members shall be bound by all determinations
14 and judgments in this Action whether favorable or unfavorable.

15 23. The Court will consider objections to the Settlement, the Plan of
16 Allocation, and the Fee and Expense Applications, provided, however, that, absent
17 further order of the Court, no Settlement Class Member or other Person shall be heard
18 or entitled to contest the approval of the terms and conditions of the proposed
19 Settlement, the Plan of Allocation, or the Fee and Expense Applications or, if
20 approved, the Judgment, or any other order relating thereto, unless that Person has
21 filed their objection(s) (and any supporting papers and briefs) with the Office of the
22 Clerk of the United States District Court for the Central District of California, First
23 Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, and
24 served copies of such materials on Class Counsel and Defendants' Counsel,
25 respectively, by both email and Federal Express at least twenty-one (21) calendar
26 days prior to the final Fairness Hearing:

1 Lucas E. Gilmore
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 715 Hearst Street, Suite 300
4 Berkeley, CA 94710
lucasg@hbsslaw.com

5 Lisa R. Bugni
6 KING & SPALDING LLP
7 533 West Fifth Street, Suite 1600
8 Los Angeles, CA 90071
lbugni@kslaw.com

9 Emily Renshaw
10 MORGAN, LEWIS & BOCKIUS, LLP
11 One Federal Street
12 Boston, MA 02110
emily.renshaw@morganlewis.com

13 Daniel Roeser
14 GOODWIN PROCTER LLP
15 The New York Times Building
16 620 Eighth Avenue
17 New York, NY 10018
droeser@goodwinlaw.com

18 Stephen L. Ascher
19 JENNER AND BLOCK LLP
20 1155 Avenue of the Americas
21 New York, NY 10036
sascher@jenner.com

22 To be valid, a Settlement Class Member's objection must substantially comply with
23 the following requirements, namely, it must, with respect to the Settlement Class
24 Member: (1) state their name, address, and telephone number, (2) list all of their
25 purchases, acquisitions, sales, and dispositions of Luna securities during the Class
26 Period (in order to show their membership in the Settlement Class), (3) state all
27 grounds for their objection, and (4) state the name, address, and telephone number of
28

1 the Settlement Class Member's counsel, if any. The objection must be signed by the
2 objector, even if the objection is filed by counsel for the objector. Attendance at the
3 Fairness Hearing is not necessary, but Persons wishing to be heard orally in
4 opposition to approval of the Stipulation, the Plan of Allocation, and/or the Fee and
5 Expense Application must state in their written objection that they intend to appear
6 at the Fairness Hearing and must identify any witnesses they may call to testify or
7 exhibits they intend to introduce into evidence at the Fairness Hearing, provided,
8 however, that the Court may excuse such requirements upon a showing of good
9 cause. Settlement Class Members need not appear at the Fairness Hearing or take
10 any other action to show their approval.

11 24. Unless otherwise ordered by the Court upon a finding of good cause
12 shown, any Settlement Class Member who does not object in the manner prescribed
13 above shall: be deemed to have waived all such objections; be forever foreclosed
14 from making any objection to the fairness, adequacy or reasonableness of the
15 Settlement, any Judgment approving the Settlement, and any orders approving the
16 Plan of Allocation or the Fee and Expense Applications; be bound by all the terms
17 and provisions of the Stipulation and by all proceedings, orders, and judgments in the
18 Action; and be foreclosed from appealing from any judgment or order entered in this
19 Action.

20 25. All papers in support of the Settlement, the Plan of Allocation, and/or
21 the Fee and Expense Applications shall be filed and served no later than thirty-five
22 (35) calendar days before the Fairness Hearing.

23 26. Any submissions filed in response to any objections or in further support
24 of the Settlement, the Plan of Allocation, and/or the Fee and Expense Applications
25 shall be filed no later than seven (7) calendar days prior to the Fairness Hearing.

26 27. Defendants, Defendants' Counsel, Defendants' insurers, and other
27 Released Defendant Persons shall have no responsibility for, or liability with respect
28 to, the Plan of Allocation or the Fee and Expense Applications (including any

1 payments to the representative plaintiffs) submitted by Class Counsel, and such
2 matters will be considered separately from the fairness, reasonableness, and
3 adequacy of the Settlement.

4 28. Pending final determination of whether the Settlement should be
5 approved, Lead Plaintiff, all Settlement Class Members, and anyone who acts or
6 purports to act on their behalf, shall not institute, commence, maintain, or prosecute,
7 and are hereby barred and enjoined from instituting, continuing, commencing,
8 maintaining, or prosecuting, any action in any court or tribunal that asserts Released
9 Claims against any of the Released Defendant Persons.

10 29. All funds held by the Escrow Agent shall be deemed to be in the custody
11 of, and subject to the jurisdiction of, the Court until such time as such funds are either
12 distributed or returned pursuant to the Stipulation, the Plan of Allocation, and/or
13 further order of the Court.

14 30. Neither this Order nor the Stipulation (including the Settlement
15 contained therein) nor any act performed or document executed pursuant to or in
16 furtherance of the Settlement:

17 (a) is or may be deemed to be, or may be used as an admission,
18 concession, or evidence of, the validity or invalidity of any of the claims asserted
19 against Defendants or the Released Defendant Persons, the truth or falsity of any fact
20 alleged by Lead Plaintiff, the sufficiency or deficiency of any defense that has been
21 or could have been asserted in this Action, or of any deception, wrongdoing, liability,
22 negligence or fault of Defendants, the Released Defendant Persons, or each or any of
23 them, or that Lead Plaintiff or any Settlement Class Member was harmed or damaged
24 by any conduct by any Defendant or the Released Defendant Persons;

25 (b) is or may be deemed to be or may be used as an admission of, or
26 evidence of, any fault or misrepresentation or omission with respect to any statement
27 or written document attributed to, approved by or made by Defendants or the
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1 Released Defendant Persons in any arbitration proceeding or any civil, criminal, or
2 administrative proceeding in any court, administrative agency or other tribunal; and
3 (c) is or may be deemed to be or shall be construed as or received in
4 evidence as an admission or concession against Defendants, the Released Defendant
5 Persons, or any of them, that Lead Plaintiff's or Settlement Class Members' claims
6 are with or without merit, that a litigation class should or should not be certified, that
7 damages recoverable in the Action would have been greater or less than the
8 Settlement Amount, or that the consideration to be given pursuant to the Stipulation
9 represents an amount equal to, less than, or greater than the amount which could have
10 or would have been recovered after trial.

11 31. In the event the Settlement is not consummated in accordance with the
12 terms of the Stipulation, then the Stipulation and this Order (including any
13 amendment(s) thereof, and except as expressly provided in the Stipulation or by order
14 of the Court) shall be null and void, of no further force or effect, and without
15 prejudice to Lead Plaintiff, Defendants, or the Released Defendant Persons, and may
16 not be introduced as evidence or used in any action or proceeding by any Person
17 against Lead Plaintiff, Defendants, the Released Defendant Persons, or the Released
18 Plaintiff Persons, and each of Lead Plaintiff, Defendants, and the Released Defendant
19 Persons shall be restored to his, her or its respective litigation positions as they
20 existed immediately prior to the execution of the Stipulation.

21 32. No later than fifteen (15) calendar days following the filing of the
22 Stipulation with the Court, Luna shall cause to be served on Lead Counsel and filed
23 with the Court proof, by affidavit or declaration, regarding its compliance with its
24 notice requirements under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*
25 ("CAFA") on behalf of all Defendants.

26 33. The Court retains exclusive jurisdiction over the Action to consider all
27 further matters arising out of, or relating to, the Settlement and the Stipulation
28 including, by way of illustration and not limitation, the enforcement thereof.

1
2 DATED: _____, 2025
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5 HON. CONSUELO MARSHALL
6 United States District Court Judge
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1 Lucas E. Gilmore, Bar No. 250893
2 Reed Kathrein, Bar No. 139304
3 HAGENS BERMAN SOBOL SHAPIRO LLP
4 715 Hearst Avenue, Suite 300
5 Berkeley, CA 94710
6 Telephone: (510) 725-3000
7 Facsimile: (510) 725-3001
8 Email: lucasg@hbsslaw.com
9 reed@hbsslaw.com

10 *Attorneys for Lead Plaintiff George Lang*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 In re LUNA INNOVATIONS
14 INCORPORATED SECURITIES
15 LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

16 **NOTICE OF PENDENCY AND**
17 **PROPOSED SETTLEMENT OF CLASS**
18 **ACTION**

19 This Document Relates To:

20 **EXHIBIT A-1**

21 *ALL ACTIONS*

22 **Judge: Hon. Consuelo Marshall**

1 **TO: All persons and entities who purchased or otherwise acquired Luna Innovations**
2 **Incorporated securities during the period of May 16, 2022, through April 19, 2024,**
3 **inclusive and were damaged thereby (the “Settlement Class”).**

4 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE
5 AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT IN A LAWSUIT PENDING IN
6 FEDERAL COURT.

7 IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST SUBMIT A CLAIM FORM TO
8 OBTAIN YOUR SHARE OF THE SETTLEMENT. IF YOU DO NOT SUBMIT A CLAIM, YOU
9 WILL NOT HAVE ANY RIGHT TO COMPENSATION.

10 This Notice concerns a lawsuit that a federal court has preliminarily certified as a class action for
11 settlement purposes on behalf of investors (individuals and entities) who purchased or otherwise
12 acquired Luna Innovations Incorporated (“Luna”) securities during the period of May 16, 2022,
13 through April 19, 2024, inclusive (the “Class Period”).¹ The lawsuit is referred to as *In re Luna*
14 *Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS (the “Action”) and
15 is pending before the Honorable Consuelo B. Marshall in the United States District Court for the
16 Central District of California (the “Court”).

17 This Notice is to inform you that the Court-appointed Lead Plaintiff George Lang (“Lead Plaintiff”),
18 has reached a settlement on behalf of the Class in the amount of \$7,300,000 in cash with Defendants
19 Luna Scott A. Graeff, Eugene J. Nestro, and George Gomez-Quintero (collectively, “Defendants”).

20 **Overview of the Action and Settlement:**

21 Lead Plaintiff alleges that during the Class Period, Defendants made materially false and misleading
22 statements in violation of § 10(b) of the Exchange Act, Rule 10b-5 promulgated thereunder, and
23 § 20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated
24 prices, and that the stock price dropped in response to certain subsequent disclosures. Defendants have
25 denied and continue to deny such allegations and all charges of wrongdoing or liability. The Settlement
26 shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of
27 the Defendants with respect to any claim or any fault or wrongdoing or damage to the Settlement Class
28 Members or any other person. The Settlement resolves all of the claims in the Action, as well as certain
other claims or potential claims.

The parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of
comprehensive mediation statements and other materials, the parties participated in a mediation via
videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation
process, the Mediator issued a mediator’s recommendation that the Action be settled for \$7,300,000,
which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential
term sheet to settle the Action, which memorialized the key terms of this Stipulation.

Overview of the Recovery: Lead Plaintiff has agreed, on behalf of the Settlement Class, to settle all
claims and grant the Released Defendant Persons a full and complete release of all Released Claims

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the
meanings provided in the Stipulation and Agreement of Settlement dated May 5, 2025 (the
“Stipulation”), which is available at. www.LunaInnovationsSecuritiesSettlement.com

1 in exchange for a cash payment of \$7,300,000 (the “Settlement Amount”). The Settlement Amount
2 plus any interest earned thereon is called the “Settlement Fund.” The “Net Settlement Fund” (the
3 Settlement Fund less attorneys’ fees (estimated not to exceed 30% or \$2,190,000) and expenses
4 (estimated not to exceed \$150,000) provided for herein or approved by the Court and less Notice and
5 Administration Expenses (estimated to be no more than \$300,000), Taxes and Tax Expenses, and other
6 Court-approved deductions) will be distributed pursuant to the plan of allocation that is approved by
the Court (the “Plan of Allocation”), which determines how the Net Settlement Fund will be allocated
among Settlement Class Members who become eligible to participate in the distribution of the Net
Settlement Fund by submitting a timely and valid Proof of Claim and Release form (“Proof of Claim”
or “Claim Form”). The proposed Plan of Allocation is described at page 11 below.

7 Based on the analysis performed by Lead Plaintiff and his damages experts, the estimated average
8 recovery per share for a Settlement Class Member from the Settlement Fund (before the deduction of
9 any Court-approved fees, expenses and costs as described herein) would be approximately \$0.54 per
10 share. This amount assumes all eligible Settlement Class Members submit valid and timely Proofs of
11 Claim. If fewer than all Settlement Class Members submit timely and valid Proofs of Claim (which is
12 likely), the distributions per share will be higher. A Settlement Class Member’s actual recovery will
be a proportion of the Net Settlement Fund determined by a Settlement Class Member’s number of
eligible shares as compared to the total eligible shares of all Settlement Class Members who submit
timely and valid Proofs of Claim. (See the Plan of Allocation beginning on page 11 below for details
and more information.)

13 Class Counsel Hagens Berman Sobol Shapiro LLP (“Class Counsel”) intends to seek attorneys’ fees
14 according to the terms of the retainer agreement between Lead Plaintiff and Class Counsel. These
15 attorneys’ fees are not to exceed 30% or \$2,190,000 of the Settlement Amount. Such requested
16 attorneys’ fees and the expenses described above would amount to an average of approximately \$0.20
17 per share. Please note that these amounts are only estimates and are subject to approval by the Court.
In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for his time and expenses incurred
in representing the Settlement Class.

18 Lead Plaintiff and Defendants do not agree regarding the merits of Lead Plaintiff’s allegations and
19 Defendants’ defenses with respect to liability or the average amount of damages per share, if any, that
20 would be recoverable if Lead Plaintiff were to prevail at trial on each claim. The issues on which Lead
21 Plaintiff and Defendants disagree include: (1) whether Defendants made any statements that were
22 materially false or misleading or otherwise actionable under federal securities law; (2) whether
23 Defendants acted with scienter; (3) to the extent any statements were materially false or misleading,
24 whether any subsequent disclosures corrected any prior statements by Defendants; (4) the causes of
25 the loss in the value of the stock; and (5) the amount of alleged damages, if any, that could be recovered
26 at trial. This Action has not gone to trial. Instead, Lead Plaintiff and Defendants have agreed to settle
27 the Action. Lead Plaintiff and Class Counsel believe the Settlement is best for all Settlement Class
28 Members because of the risks associated with continued litigation and the nature of the defenses
Defendants would raise. Among the reasons that Lead Plaintiff and Class Counsel believe the
Settlement is fair is the fact that there is uncertainty about whether they would prevail on Defendants’
motion to dismiss (or in any further stages of the case, including trial), whether they would be able to
prevail on a motion for class certification, and whether they would be able to prove that the alleged
misstatements and omissions actually caused the Settlement Class any damages, and the amount of
damages, if any. Even if Lead Plaintiff were to win at trial, and also prevail on any on appeal brought
by Defendants, Lead Plaintiff might not be able to collect some, or all, of any judgment that may be

awarded. Moreover, litigation of this type is usually expensive, and it is possible that, even if Lead Plaintiff allegations were eventually found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced through costs of litigation.

Identification of Attorneys: Lead Plaintiff and all other Settlement Class Members are represented by counsel identified in the answer to Question 17 below.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE BY _____, 2025	This is the only way to be eligible to get a payment from the settlement. If you wish to participate in the settlement, you will need to complete and submit the enclosed Proof of Claim. Settlement Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the settlement but will not participate in any distribution of the Net Settlement Fund.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED OR FILED NO LATER THAN _____, 2025	If you believe the settlement is objectionable in any respect, you may write to the Court about why you oppose the settlement, the Plan of Allocation, the requests for attorneys' fees, costs, and expenses, and/or the requests for awards to Lead Plaintiff. You will still be a Settlement Class Member.
ATTEND THE SETTLEMENT HEARING ON _____, 2025, AT _____, AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO CLASS COUNSEL SO THAT IT IS RECEIVED NO LATER THAN _____	The hearing on whether to approve the settlement is scheduled for _____, 2025, at _____ (the "Settlement Hearing"), and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the settlement or in support of any objection you may have submitted, and have submitted to Class Counsel a Notice of Intention to Appear so that it is received no later than _____, 2025. The Court may postpone the Settlement Hearing without prior notice on the date scheduled for the hearing.
DO NOTHING	If you are a Settlement Class Member and do not submit a Proof of Claim postmarked or submitted online by _____, 2025, you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the settlement, unless you have previously requested exclusion from the Settlement Class.

1 These rights and options are explained in further detail later in this Notice.

2 **Further Information**

3 For further information regarding this settlement, you may contact a representative of Class Counsel:
4 Lucas E. Gilmore, Hagens, Berman, Sobol & Shapiro, LLP., 715 Hearst Avenue, Suite 300, Berkeley,
5 CA 94710, Telephone: 1-510-725-3000. You may also reach the Claims Administrator by mail at *Luna*
6 *Innovations Securities Settlement*, P.O. Box 2876, Portland, OR 97208-2876, over the phone toll-free
at 1-888-851-6078, or visit the website for the case: www.LunaInnovationsSecuritiesSettlement.com
(the “Settlement Website”).

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BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because the parties are seeking approval of a proposed settlement on behalf of Settlement Class Members, and you have been identified as a potential Settlement Class Member either from the transfer agent's record of ownership of Luna Innovations Incorporated securities or by your broker or custodian if you purchased or acquired Luna Innovations Incorporated securities in "street name."

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed settlement of the Action, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Action about?

The Action was brought by the Court-appointed Lead Plaintiff and Lead Plaintiff George Lang. Lead Plaintiff is represented by the Court-appointed Lead Counsel Hagens Berman Sobol Shapiro LLP. Lead Plaintiff asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and SEC Rule 10b-5 promulgated thereunder against Defendants Luna Innovations Incorporated ("Luna"), Scott A. Graeff, Eugene J. Nastro, and George Gomez-Quintero.

The operative complaint in the Action was filed on October 11, 2024.

Lead Plaintiff alleges that during the Class Period, Defendants made materially false and misleading statements in violation of § 10(b) of the Exchange Act, Rule 10b-5 promulgated thereunder, and § 20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Lead Plaintiff asserts that the alleged misstatements or omissions artificially inflated the price of Luna's common stock, and that the stock price dropped in response to certain subsequent disclosures. Defendants have denied and continue to deny the allegations in the Complaint and all charges of wrongdoing or liability. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the Defendants with respect to any claim or any fault or wrongdoing or damage to the Settlement Class Members or any other person. The Settlement resolves all of the claims in the Action, as well as certain other claims or potential claims.

This Notice is NOT an expression of the Court's opinion on the merits of any of the claims in the Action or whether the Defendants engaged in any wrongdoing.

To learn more about what has happened in the Action to date, including a detailed history, please see the Stipulation and other relevant pleadings which are available at www.LunaInnovationsSecuritiesSettlement.com (the "Settlement Website"). Instructions on how to get more information are also included in Question 25 below.

3. Why is this a class action?

In a class action, one or more persons or entities sue on behalf of people and entities who have similar claims. Together, these people and entities are referred to as a "class," and each is a "class member." One court resolves the issues for all class members at the same time, except for those class

members who exclude themselves from the class (the process for which is described more fully in Question 13 below).

4. Why is there a settlement?

The Lead Plaintiff made claims against the Defendants on behalf of Settlement Class Members. Defendants deny that they have done anything wrong or violated any statute and admit no liability. No court has decided in favor of Defendants or the Settlement Class. Instead, all parties agreed to the Settlement to avoid the costs and risks of further litigation, including trial and post-trial appeals, and Lead Plaintiff agreed to the Settlement to ensure that Settlement Class Members will receive compensation. Lead Plaintiff and Class Counsel believe the Settlement is in the best interest of all Settlement Class Members in light of the real possibility that continued litigation could result in no recovery at all.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to ascertain if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The Court directed that everyone who fits these descriptions is a Settlement Class Member: all Persons who purchased or otherwise acquired Luna securities between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were damaged thereby, except those Persons and entities that are excluded, as described below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN YOU ARE A SETTLEMENT CLASS MEMBER OR ENTITLED TO RECEIVE A PAYMENT FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO GET A PAYMENT FROM THE SETTLEMENT, YOU MUST SUBMIT THE CLAIM FORM INCLUDED WITH THIS NOTICE SO THAT IT IS POSTMARKED OR SUBMITTED ONLINE BY _____, 2025.

6. Are there exceptions to being included?

Excluded from the Settlement Class are: (i) the Defendants; (ii) Immediate Family Members of Defendants Scott Graeff, Eugene Nastro, and George Gomez-Quintero; (iii) any person who is or was an officer or director of Luna; (iv) any firm or entity in which Defendants have or had a majority ownership interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded are any Persons or entities who properly exclude themselves by filing a valid and timely request for exclusion in accordance with the requirements set by the Court.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the settlement, you can ask for free help. You can contact the Claims Administrator toll-free at 1-888-851-6078, or you can fill out and return the Proof of Claim enclosed with this Notice, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

A settlement has been reached to resolve this Action, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.LunaInnovationsSecuritiesSettlement.com, for a full statement of its provisions.

The Settlement Fund consists of \$7,300,000.00 in cash, plus any interest earned thereon.

The Settlement Fund will be used to pay expenses for the Action, to pay for this Notice and the processing of claims submitted by Settlement Class Members, to pay Taxes and Tax Expenses, and to pay attorneys' fees and any awards to Lead Plaintiff.

The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, in accordance with the Plan of Allocation described below, to Settlement Class Members who submit valid and timely Proofs of Claim.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

9. How much will my payment be?

Your share of the fund will depend on several things, including how many Settlement Class Members submit a timely and valid Proof of Claim, the total dollar amount of the claims represented by the valid Proofs of Claim that Settlement Class Members send in, the number of Luna shares you purchased or acquired, how much you paid for the shares, when you purchased or acquired them, and if you sold your shares and for how much.

By following the instructions in the Plan of Allocation, you can calculate your claim. It is unlikely that you will get a payment for the full amount of your claim. After all Settlement Class Members have sent in their Proofs of Claim, the payment you get will be a part of the Net Settlement Fund equal to your claim divided by the total of all valid claimants' claims. (See the Plan of Allocation below on pages 10-18 for more information on your claim.)

10. How can I receive a payment?

You may submit a Proof of Claim as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court; and you will be bound by the Judgment and release to be entered by the Court as described below.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM. A Proof of Claim is enclosed with this Notice, or it may be downloaded at www.LunaInnovationsSecuritiesSettlement.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it to the Claims Administrator so that it is *postmarked or electronically submitted no later than* _____, **2025**. The Claim Form may be submitted online at

www.LunaInnovationsSecuritiesSettlement.com . Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

11. When would I receive my payment?

The Court will hold a Settlement Hearing on _____, 2025, at _____, to decide whether to approve the settlement. If the Court approves the settlement after that hearing, there might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up as a Settlement Class Member?

As a Settlement Class Member, you are bound by any and all determinations or judgments in the Action in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Persons, whether or not you submit a valid Proof of Claim.

13. HOW CAN SETTLEMENT CLASS MEMBERS SEEK EXCLUSION FROM THE SETTLEMENT CLASS?

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 Luna Securities Litigation – EXCLUSIONS, Luna Innovations Securities Settlement, P.O. Box 2876, Portland, OR, 97208-2876. The Request for Exclusion must be received no later than _____, 2025. 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 *In re Luna Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS”; (c) identify and state the number of shares of Luna securities that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (i.e., between May 16, 2022, and April 19, 2024, inclusive), 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 received within the time stated above or is otherwise accepted by the Court.

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 Claim against any of the Released Defendant Persons.

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

14. If I exclude myself, can I get money from the proposed settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of Hagens Berman Sobol & Shapiro, LLP as Lead Counsel and Class Counsel to represent the Settlement Class in this Action, including you (assuming you are a Settlement Class Member). These lawyers are called Class Counsel.

You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

At the Settlement Hearing, Class Counsel will request that the Court award aggregate attorneys' fees according to the terms of the retainer agreement between the Lead Plaintiff and Class Counsel. These attorney's fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. Settlement Class Members are not personally liable for any such fees or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Settlement Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for his time and expenses incurred in representing the Settlement Class.

To date, Class Counsel have not received any payment for their services representing Settlement Class Members, nor have they been paid any of their expenses. The fees requested by Class Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for the risks they undertook in representing the Settlement Class on a wholly contingent basis. Class Counsel believe their total attorneys' fee requests are well within the range of fees awarded to plaintiff's counsel under similar circumstances in other litigation of this type.

17. Can I hire my own lawyer?

If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before _____, 2025, and must serve copies of such appearance on the attorneys listed below by both email and hard copy mail. If you do not enter an appearance through counsel of your own choosing, you will be represented by Class Counsel listed below.

Class Counsel

Lucas E. Gilmore

HAGENS BERMAN SOBOL SHAPIRO LLP

715 Hearst Avenue, Suite 300

Berkeley, CA 94710

Telephone: (510) 725-3000

Facsimile: (510) 725-3001

lucasg@hbsslaw.com

Counsel for Defendants is listed below:

Counsel for Defendant Luna Innovations, Inc.

Lisa R. Bugni
KING & SPALDING LLP
533 West Fifth Street, Suite 1600
Los Angeles, CA 90071
lbugni@kslaw.com

Counsel for Defendant Scott Graeff

Stephen L. Ascher
JENNER AND BLOCK LLP
1155 Avenue of the Americas
New York, NY 10036
sascher@jenner.com

Counsel for Defendant George Gomez-Quintero

Emily Renshaw
MORGAN, LEWIS & BOCKIUS, LLP
One Federal Street
Boston, MA 02110
emily.renshaw@morganlewis.com

Counsel for Defendant Eugene Nestro

Daniel Roeser
GOODWIN PROCTER LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
droeser@goodwinlaw.com

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I object to the proposed settlement?

Any Settlement Class Member who objects to any aspect of the Settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, may appear and ask to be heard at the Settlement Hearing. The Court can only approve or deny the settlement; the Court cannot change its terms. You can ask the Court to deny approval of the Settlement by filing an objection.

You may object to the proposed settlement in writing. You may also appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for any legal expenses charged by that attorney. Any objection must (1) include your

1 name, address, and telephone number; (2) clearly identify the case name and number (*In re Luna*
2 *Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS (C.D. Cal.)); (3)
3 demonstrate your membership in the Settlement Class, including the date(s), price(s), and number(s)
4 of shares of all purchases, acquisitions, and/or sales of Luna securities from May 16, 2022, through
5 April 19, 2024, inclusive; (4) contain a statement of the reasons for objection; and (5) be submitted to
6 the Court either by mailing to the Office of the Clerk of the United States District Court for the Central
7 District of California, First Street U.S. Courthouse, 350 W. 1st Street, Courtroom 8D, Los Angeles,
8 CA 90012, or by filing them in person at any location of the United States District Court for the Central
9 District of California, or electronically by ECF on the docket for this Action. Copies of such objections
10 must also be provided by email and hard copy mail to Class Counsel and Defendant's counsel listed
11 above. Such objections, papers, and briefs must be **received or filed, not simply postmarked, on or**
12 **before _____, 2025.**

13 Only Settlement Class Members who have submitted written notices of objection in the manner
14 and time provided above will be heard at the Settlement Hearing, unless the Court orders otherwise.
15 Any Settlement Class Member who does not make their objection in the manner and time provided
16 above shall be deemed to have waived such objection and shall be foreclosed from making any
17 objection to the fairness or adequacy of the proposed settlement, to the Plan of Allocation, or to the
18 award of attorneys' fees and expenses, unless otherwise ordered by the Court.

19 THE COURT'S SETTLEMENT HEARING

20 **19. When and where will the Court decide whether to approve the proposed settlement?**

21 The Settlement Hearing will be held on _____, **2025, at _____**, before the
22 Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the
23 Central District of California, 350 W. 1st Street, Courtroom 8D, Los Angeles, CA 90012. The purpose
24 of the Settlement Hearing will be: (a) to determine finally whether the requirements for class action
25 treatment under FRCP 23 are satisfied; (b) to determine finally whether the Settlement is fair,
26 reasonable, and adequate, and should be approved by the Court; (c) to determine whether the Judgment
27 as provided under the Stipulation should be entered, dismissing the Action on the merits and with
28 prejudice as to Defendants, and releasing the Released Claims as against the Released Defendant
Persons (and Released Defendant Claims as against the Released Plaintiff Persons) as set forth in the
Stipulation; (d) to determine whether the proposed Plan of Allocation for the distribution of the Net
Settlement Fund is fair and reasonable and should be approved by the Court; (e) to consider Lead
Counsel's Fee and Expense Applications for awards of attorneys' fees and expenses (including any
awards to the representative plaintiff pursuant to 15 U.S.C. §78u-4(a)(4)); (f) to consider any valid
objections submitted to the Court, as further provided for herein and in the accompanying proposed
forms of Notice; and (g) to rule upon such other matters as the Court may deem appropriate. **The
Court may adjourn the Settlement Hearing to another time (i.e., reschedule) without further
notice to the Settlement Class. Before the Settlement Hearing, Settlement Class Members who
plan to attend should check the Settlement Website or the Court's PACER site (see Question 25
below) to confirm that the date of the Settlement Hearing has not been changed.**

20 **20. Do I have to attend the hearing?**

21 No. Class Counsel will answer questions the Court may have. But you are welcome to attend
22 at your own expense. If you send an objection or statement in support of the Settlement, you are not
23 required to go to Court to discuss it. As long as you mailed your objection on time, the Court will

1 consider it. You may also pay your own lawyer to attend, but you are not required to do so. Settlement
2 Class Members do not need to appear at the hearing or take any other action to indicate their approval.

3 **21. May I speak at the hearing?**

4 If you object to any aspect of the settlement, you may ask the Court for permission to speak at
5 the Settlement Hearing. To do so, you must submit a written statement saying that it is your “Notice
6 of Intention to Appear in *In re Luna Innovations Inc. Securities Litigation*, Case No. 2:24-cv-02630-
7 CBM-KS.” Persons who intend to object to any aspect of the Settlement and desire to present evidence
at the Settlement Hearing must include in their written objections the identity of any witnesses they
may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You
cannot speak at the hearing if you exclude yourself.

8 **22. What happens if I do nothing at all?**

9 You may do nothing at all. If you choose this option, you will not share in the proceeds of the
10 settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to
11 have, and by operation of the Judgment shall have, fully released all of the Released Claims against
the Released Defendant Persons.

12 **DISMISSALS AND RELEASES**

13 **23. What happens if the proposed settlement is approved?**

14 As a Settlement Class Member, in consideration for the benefits of the settlement, you will be
15 bound by the terms of the settlement and you will release the Released Defendant Persons from the
Released Claims as defined below.

16 “Defendants” refers, collectively, to Defendants Luna Innovations Incorporated, Scott A.
17 Graeff, Eugene J. Nastro, and George Gomez-Quintero.

18 “Immediate Family Members” means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii)
19 and 1(b)(ii), a Person’s children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law,
fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any persons (other
than a tenant or employee) sharing the household of the Person.

20 “Related Persons”, with respect to a Person, means (a) their Immediate Family Members; (b)
21 any trust that such Person is the settlor of or which is for their benefit and/or the benefit of them or
their Immediate Family Members; (c) the Person’s subsidiaries, parent entities, divisions, and
22 departments; and (d), for any of foregoing Persons, their respective past and present officers, directors,
managing directors, partners, employees, auditors, underwriters, accountants, representatives, insurers,
23 trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors,
and administrators, in their capacities as such.

24
25 “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands,
26 damages, losses, judgment matters, issues, claims (including Unknown Claims), and causes of action
of every nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued,
27 fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory,
common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in
28 nature, which now exist, heretofore or previously existed, or may hereafter exist, concerning, based

1 on, arising out of, or in connection with all claims and causes of action that Lead Plaintiff or any other
2 member of the Settlement Class (i) asserted in the Action, or (ii) were or could have been asserted in
3 any forum that, both (a) arise out of, concern, refer to, are based upon, or are related in any manner to
4 the transactions, facts, matters, occurrences, statements, or omissions that are alleged, involved, set
5 forth, or referred to in the Action and (b) relate to the purchase, acquisition, sale, disposition, or holding
6 of Luna securities. This release does not cover, include, or release claims relating to the enforcement
7 of this Settlement.

8 “Released Defendant Persons” means Defendants and all of Defendants’ past and present
9 officers, directors, employees, insurers, subsidiaries, affiliates, successors, representatives, attorneys,
10 underwriters, and agents, Related Persons, Immediate Family Members, heirs, executors, personal or
11 legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

12 “Unknown Claims” means: (i) any claims that Lead Plaintiff or any Settlement Class Member
13 does not know or suspect to exist in his, her, or its favor at the time of the release of the Released
14 Defendant Persons, which if known by him, her, or it, might have affected his, her, or its decision(s)
15 with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement;
16 and (ii) any Released Defendants’ Claims that any Defendant does not know or expect to exist in his,
17 her, or its favor at the time of the release of the Released Plaintiff Persons, which if known by him,
18 her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to
19 any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that
20 upon the Effective Date, the Parties shall expressly waive, and each of the Settlement Class Members
21 shall be deemed to have waived and by operation of the Judgment or the Alternative Judgment, if
22 applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any
23 law of any state or territory of the United States, or principle of common law or foreign law that is
24 similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides: “A general release does
25 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
26 favor at the time of executing the release and that, if known by him or her, would have materially
27 affected his or her settlement with the debtor or released party.” The Parties acknowledge, and the
28 Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that
the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Defendants’
Claims was separately bargained for and a key element of the Settlement of which this release is a part.

29 If the proposed settlement is approved, the Court will enter a Judgment (the “Judgment”).
30 Upon the Effective Date of the Judgment, Lead Plaintiff and all Settlement Class Members and anyone
31 claiming through or on behalf of any of them shall be deemed to have, and by operation of the
32 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released
33 Claims against the Released Defendant Persons, whether or not such Settlement Class Member
34 executes and delivers the Proof of Claim, whether or not such Settlement Class Member shares in the
35 Settlement Fund, and whether or not such Settlement Class Member objects to the settlement, and will
36 be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute
37 any action or other proceeding in any court of law or equity, arbitration tribunal or administrative
38 forum, asserting any and all Released Claims against any of the Released Defendant Persons, except
to enforce the Stipulation.

1 **GETTING MORE INFORMATION**

2 **24. How do I get more information about the proposed settlement?**

3 This Notice contains only a summary of the terms of the proposed settlement and does not
4 describe all of the details of the Stipulation. For the precise terms and conditions of the settlement,
5 please see the Stipulation available at www.LunaInnovationsSecuritiesSettlement.com ; by contacting
6 Class Counsel at 510-725-3000; by accessing the Court docket in the Action through the Federal
7 Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>,
8 or by visiting the office of the Clerk at the United States District Court for the Central District of
9 California, First Street U.S. Courthouse, 350 W. 1st Street, Courtroom 8D, Los Angeles, CA 90012,
10 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

11 **DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

12 If you have any questions about the settlement, you may contact Class Counsel by writing to:

13 Hagens Berman Sobol Shapiro, LLP
14 ATTN: Lucas E. Gilmore
15 Luna Litigation
16 715 Hearst Avenue, Suite 300
17 Berkeley, CA 94710

18 **SPECIAL NOTICE TO NOMINEES**

19 Nominees who purchased or otherwise acquired Luna securities for the beneficial interest of
20 other Persons between May 16, 2022, and April 19, 2024, inclusive, shall either: (i) within ten (10)
21 calendar days of receipt of this Notice, request from the Notice Administrator sufficient copies of the
22 Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those
23 Notices forward them to all such beneficial owners; or (ii) within ten (10) calendar days of receipt of
24 this Notice, provide a list of the names and addresses of all such beneficial owners to the Claims
25 Administrator at *Luna Innovations Securities Settlement*, P.O. Box 2876, Portland, OR 97208-2876.

26 If you choose the first option, you must send a statement to the Claims Administrator
27 confirming that the mailing was made and **you must retain your mailing records for use in
28 connection with any further notices that may be provided in the Action.**

If you choose the second option, the Claims Administrator will send a copy of the Notice to
the beneficial owners.

Upon full and timely compliance with these directions, such nominees may seek reimbursement
of their reasonable expenses actually incurred (but not to exceed \$0.20 per mailing, excluding postage)
by providing the Claims Administrator with proper documentation supporting the expenses for which
reimbursement is sought.

Copies of this Notice may also be obtained from
www.LunaInnovationsSecuritiesSettlement.com , or by calling the Claims Administrator toll free at
1-888-851-6078.

HOW MUCH WILL MY PAYMENT BE?

1. 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.

2. Pursuant to the Settlement, Luna has agreed to pay or cause to be paid \$7,300,000.00 in cash. The Settlement Amount has been deposited into an escrow account and is earning interest for the benefit of the Settlement Class. The Settlement Amount plus any interest earned thereon and accretions thereto is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund 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.

3. 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.

4. Neither the Defendants, any Released Defendant Persons, nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to return of any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. The 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.

5. 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.

6. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or submitted online on or before _____, 2025 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 Claims (as defined in ¶ 1.34 of the Stipulation) against the Released Defendant Persons (as defined in ¶ 1.36 of the Stipulation) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Defendant Persons whether or not such Settlement Class Member submits a Claim Form.

7. Participants in and beneficiaries of a Luna Innovations Incorporated employee benefit plan covered by ERISA (“Luna ERISA Plan”) should NOT include any information relating to their transactions in Luna securities held through the Luna ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY shares they purchased outside of the Luna ERISA Plan. To the extent that any of the Defendants, Released Defendant Persons, or any of the other persons or entities excluded from the Settlement Class are participants in the Luna 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.

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

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

1 10. Only Settlement Class Members or persons authorized to submit a claim on their behalf
2 will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are
3 excluded from the Settlement Class by definition or that previously validly excluded themselves from
the Settlement Class will not be eligible to receive a distribution from the Net Settlement Fund and
should not submit Claim Forms.

4 **PROPOSED PLAN OF ALLOCATION**

5 11. The objective of the Plan of Allocation is to equitably distribute the Net Settlement
6 Fund to those Settlement Class Members who suffered economic losses as a result of the alleged
7 violations of the federal securities laws set forth in the Amended Consolidated Class Action Complaint.
The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor
8 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
9 will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of
Allocation are only a method to weigh the claims of Claimants against one another for the purposes of
making pro rata allocations of the Net Settlement Fund.

10 12. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the
11 estimated amount of artificial inflation in the per-share closing price of Luna securities which allegedly
12 was proximately caused by Defendants' alleged false and misleading statements and material
omissions.

13 13. Lead Counsel worked in conjunction with Lead Plaintiff's consulting damages expert
14 to estimate the amount of artificial inflation in the daily closing prices of (a) Common Stock; (b) Call
Options; and (c) Put Options, which Lead Plaintiff alleges were damaged by Defendants' alleged
materially false and misleading statements and omissions.

15 14. Under federal securities laws, losses can be represented as compensable only if the
16 cause of changes in the prices of the relevant securities is found to be the disclosure of the allegedly
17 misrepresented or omitted information. Thus, in order to have been damaged by the alleged violations
18 of the federal securities laws, Common Stock, and Call Options purchased or otherwise acquired
during the Class Period, or Put Options sold or otherwise disposed of during the Class Period, must
have been held during a period of time in which their price declined due to the disclosure of information
which corrected an allegedly misleading statement or omission.

19 15. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged
20 misrepresentations and omissions, the Lead Plaintiff's damages expert considered price changes in
21 Luna securities in reaction to certain public announcements allegedly revealing the truth concerning
22 Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were
attributable to market or industry forces. The estimated artificial inflation per share of Luna securities
is stated in Table 1 at the end of this Notice.

23 16. In order to have recoverable damages, the disclosure of the allegedly misrepresented
24 information must be the cause of the decline in the price of Luna securities. In this case, the Lead
25 Plaintiff alleges that between May 16, 2022 and April 19, 2024, inclusive, Defendants issued allegedly
26 false and misleading statements and omissions, which had the effect of artificially inflating the price
of Luna securities during the Class Period. The Lead Plaintiff further alleges that corrective
information was released to the market on March 12, 2024, March 25, 2024, April 8, 2024, and April
19, 2024, which removed the artificial inflation from the price of Luna securities.

27 17. Recognized Loss Amounts are based primarily on the difference in the amount of
28 alleged artificial inflation in the prices of Luna securities at the time of purchase and at the time of sale

1 or the difference between the actual purchase price and sale price. In order to have a Recognized Loss
2 Amount under the Plan of Allocation, a Settlement Class Member who or which purchased Luna
3 securities from May 16, 2022 through April 19, 2024, must have held those shares through the close
of trading on at least one of March 12, 2024, March 25, 2024, April 8, 2024, or April 19, 2024.

4 RECOGNIZED LOSS AMOUNT CALCULATIONS

5 18. In calculating the estimated artificial inflation allegedly caused by Defendants'
6 misrepresentations and omissions, the Lead Plaintiff's damages expert considered price changes in
7 Luna securities in reaction to certain public announcements allegedly revealing the truth concerning
Defendants' alleged misrepresentations and material omissions; and adjusted for price changes that
were otherwise attributable to unrelated market or industry forces.

8 19. In order to have recoverable damages under the Exchange Act, the disclosure of the
9 allegedly misrepresented information must be the cause of the decline in the price of Luna securities.
10 In this case, the Lead Plaintiff alleges that Defendants made false statements and omitted material facts
11 during the Class Period, which had the effect of artificially inflating the price of Luna securities. The
Lead Plaintiff further alleges that corrective information was released to the market on March 12, 2024,
12 March 25, 2024, April 8, 2024, and April 19, 2024, which removed artificial inflation from the price
of Luna securities by April 25, 2024.

13 20. Recognized Loss Amounts are based primarily on the difference in the amount of
14 alleged artificial inflation in the prices of Luna securities at the time of purchase or acquisition and at
the time of sale. Accordingly, in order to have a Recognized Loss under the Plan of Allocation, an
15 Authorized Claimant must have purchased or otherwise acquired Luna securities during the Class
Period and held such Luna securities through at least one of the alleged corrective disclosures that
16 removed artificial inflation from the price of Luna securities.

17 21. Based on the formula stated below, a Recognized Loss Amount will be calculated for
each purchase or acquisition of Luna securities that is listed on the Claim Form and for which adequate
18 documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero
under the formula below, that number will be zero.

19 22. For each share of Luna common stock purchased or otherwise acquired from May 16,
20 2022 through April 19, 2024, inclusive, and:

- 21 (a) Sold on or before March 12, 2024, the Recognized Loss Amount
22 will be \$0.00.
- 23 (b) Sold from March 13, 2024 through April 24, 2024, inclusive, the
24 Recognized Loss Amount will be ***the lesser of:*** (i) the amount of
25 artificial inflation per share on the date of purchase or acquisition as
stated in **Table 1** *minus* the amount of artificial inflation per share
26 on the date of sale as stated in **Table 1**; or (ii) the price of purchase
or acquisition *minus* the price of sale.
- 27 (c) Sold between April 25, 2024 and July 23, 2024, inclusive (*i.e.*, sold
28 during the 90-Day Look-Back Period), the Recognized Loss
Amount will be ***the least of:*** (i) the amount of artificial inflation per

- 13 -

share on the date of purchase or acquisition as stated in **Table 1**; (ii) the price of purchase or acquisition *minus* the average closing price between April 25, 2024 and the date of sale (*i.e.*, the “90-Day Look-Back Value”) as detailed in **Table 2**; or (iii) the price of purchase or acquisition *minus* the price of sale.

- (d) Held as of the close of trading on July 23, 2024, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase or acquisition as stated in **Table 1**; or (ii) the price of purchase or acquisition *minus* the average closing price for Common Stock during the 90-Day Look-Back Period, which is \$3.03.²

Call and Put Options

23. A Recognized Loss Amount will be calculated based on the formula below for each purchase or other type of acquisition of Call Options, or sale of Put Options during the Class Period. In order to be eligible as an Authorized Claimant under this Plan of Allocation, adequate documentation must be provided confirming all transactions. Recognized Loss Amounts are floored at zero, meaning any Recognized Loss Amount that is calculated as negative under the formula below will be equal to zero.

24. For each Call Option that was purchased or otherwise acquired during the period from May 16, 2022, through April 19, 2024, inclusive, and:

- i) Not held at the opening of trading on one or more of the corrective disclosure dates as defined above, the Recognized Loss Amount will be \$0.00
- ii) Held at the opening of trading on one or more of the corrective disclosure dates as defined above, and:
 - a. that was subsequently sold during the Class Period, the Recognized Loss Amount per Call Option will be the purchase price *minus* the sale price.
 - b. that was subsequently exercised during the Class Period, the Recognized Loss Amount per Call Option is the purchase price *minus* the intrinsic value of the option on the date of exercise. The intrinsic value shall be ***the greater of***: (i) \$0.00 or (ii) the closing price of Luna common stock on the date of exercise *minus* the strike price of the option.

² Pursuant to Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Luna securities during the 90-day look-back period. The mean (average) closing price for Luna securities during this 90-day look-back period was \$3.03.

1 c. that expired unexercised during the Class Period, the Recognized Loss Amount per Call
2 Option is equal to the purchase price.

3 d. that was still held as of the close of trading on April 19, 2024, the Recognized Loss per
4 Call Option is the purchase price *minus* the intrinsic value of the option as of the close
5 of trading on April 25, 2024, where the intrinsic value shall be *the greater of*: (i) \$0.00
6 or (ii) \$1.99 *minus* the strike price of the option.

7 25. No Recognized Loss Amount shall be calculated based upon purchase or acquisition of
8 any Call Option that had been previously sold or written.

9 26. For each Put Option that was sold (written) during the period from May 16, 2022
10 through April 19, 2024 inclusive, and:

11 i) Not open (i.e., not outstanding) at the opening of trading on one or more of the corrective
12 disclosure dates as defined above, the Recognized Loss Amount will be \$0.00.

13 ii) Open (i.e., outstanding) at the opening of trading on one or more of the corrective disclosure
14 dates as defined above, and:

15 a. that was subsequently purchased during the Class Period, the Recognized Loss Amount
16 per Put Option will be the purchase price *minus* the sale price.

17 b. that was subsequently exercised (i.e., assigned) during the Class Period, the Recognized
18 Loss Amount per Put Option is the intrinsic value of the Put Option on the date of
19 exercise *minus* the sale price. The intrinsic value shall be *the greater of*: (i) \$0.00 or (ii)
20 the strike price of the option *minus* the closing price of Luna common stock on the date
21 of exercise.

22 c. that expired unexercised during the Class Period, the Recognized Loss Amount per Put
23 Option is \$0.00.

24 d. that was still open (i.e., outstanding) as of the close of trading on April 19, 2024, the
25 Recognized Loss Amount per Put Option is the intrinsic value of the option as of the
26 close of trading on April 25, 2024, where the intrinsic value shall be *the greater of*: (i)
27 \$0.00 or (ii) the strike price of the option *minus* \$1.99.

28 27. No Recognized Loss Amount shall be calculated based upon the sale or writing of any
Put Option that had been previously purchased or acquired.

28 28. The Settlement proceeds available for Call Options purchased/acquired during the
Class Period and Put Options sold (written) during the Class Period shall be limited to a total amount
equal to 6.68% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for Call
Options and Put Options exceeds 6.68% of all Recognized Claims, then the Recognized Loss Amounts
calculated for option transactions will be reduced proportionately until they collectively equal 6.68%
of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100%
of the Common Stock claims, any excess amount will be used to pay the balance on the remaining
Option-based claims.

ADDITIONAL PROVISIONS

29. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to Luna securities.

30. **FIFO Matching:** If a Settlement Class Member made more than one purchase or sale of Luna securities during the relevant period, all purchases and sales will be matched on a First In, First Out ("FIFO") basis. Sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

31. **"Purchase/Sale" Dates:** Purchases and sales of Luna securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. "Purchases" eligible under the Settlement and this Plan of Allocation include all purchases or other acquisitions of Luna securities in exchange for value and are not limited to purchases made on or through a stock exchange, as long as the purchase is adequately documented. However, the receipt or grant by gift, inheritance, or operation of law of Luna securities during the Class Period shall not be deemed a purchase or sale of Luna securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of Luna securities unless (i) the donor or decedent purchased the shares during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares. Any transaction in Luna securities executed outside regular trading hours for the United States financial markets shall be deemed to have occurred during the next trading session.

32. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase of the Luna securities. The date of a "short sale" is deemed to be the date of sale of the Luna securities. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero. In the event that a Claimant has an opening short position in Luna securities, the earliest purchases of Luna securities during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

33. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Luna securities purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

34. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a "Market Gain" or a "Market Loss" with respect to his, her, or its overall transactions in Luna securities during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount³ and (ii) the sum of

³ The "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes and commissions) for all shares of Luna securities purchased during the Class Period.

1 the Claimant's Total Sales Proceeds⁴ and the Claimant's Holding Value.⁵ If the Claimant's Total
2 Purchase Amount *minus* the sum of the Claimant's Total Sales Proceeds and the Holding Value is a
3 positive number, that number will be the Claimant's Market Loss; if the number is a negative number
or zero, that number will be the Claimant's Market Gain.

4 35. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in
5 Luna securities during the Class Period, the value of the Claimant's Recognized Claim will be zero,
6 and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall
7 Market Loss with respect to his, her, or its overall transactions in Luna securities during the Class
Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's
Recognized Claim will be limited to the amount of the Market Loss.

8 36. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all
9 Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater
10 than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of
11 the Net Settlement Fund. The *pro rata* share or "Distribution Amount" will be the Authorized
Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants,
multiplied by the total amount in the Net Settlement Fund.

12 37. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of
13 all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess
14 amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to
receive payment.

15 38. After the initial distribution of the Net Settlement Fund, the Claims Administrator will
16 make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To
17 the extent any monies remain in the Net Settlement Fund nine (9) months after the initial distribution,
18 if Class Counsel Hagens Berman Sobol Shapiro LLP ("Class Counsel"), in consultation with the
19 Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will
20 conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses
21 incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants
22 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 Class
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

24 ⁴ The Claims Administrator shall match any sales of Luna securities from the start of the Class
25 Period through and including July 23, 2024 first against the Claimant's opening position in Luna
26 securities (the proceeds of those sales will not be considered for purposes of calculating market gains
or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the
remaining shares of Luna securities sold from the start of the Class Period through and including the
close of trading on July 23, 2024 will be the "Total Sales Proceeds."

27 ⁵ The Claims Administrator shall ascribe a "Holding Value" of \$2.74 per share to each share of
28 Luna securities purchased during the Class Period that was still held as of the close of trading on July
23, 2024 (the "Holding Value").

balance will be contributed to a non-sectarian, non-profit Section 501(c)(3) organization as may be deemed appropriate by the Court.

39. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Class Counsel, Lead Plaintiff's damages expert, Lead Plaintiff's consulting experts, Defendants, Defendants' Counsel, or any of the other Released Plaintiff Persons or Released Defendant Persons, or the Claims Administrator or other agent designated by Class 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 Released Defendant Persons or Released Plaintiff Persons, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

40. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with its damages' expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.LunaInnovationsSecuritiesSettlement.com.

TABLE 1
Luna Innovations Incorporated Securities Estimated Artificial Inflation Amount

Date Range	Artificial Inflation per Share
May 16, 2022 - March 12, 2024	\$3.42
March 13, 2024 - March 25, 2024	\$1.22
March 26, 2024 - April 5, 2024	\$0.83
April 8, 2024 - April 19, 2024	\$0.78
April 22, 2024	\$0.44
April 23, 2024	\$0.19
April 24, 2024	\$0.02

TABLE 2
Luna Innovations Incorporated Securities Closing Price & Average Closing Price

Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown	Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown
April 25, 2024	\$1.99	\$1.99	June 10, 2024	\$3.59	\$2.91
April 26, 2024	\$1.99	\$1.99	June 11, 2024	\$3.73	\$2.94

TABLE 2
Luna Innovations Incorporated Securities Closing Price & Average Closing Price

Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown	Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown
April 29, 2024	\$2.08	\$2.02	June 12, 2024	\$3.59	\$2.95
April 30, 2024	\$2.06	\$2.03	June 13, 2024	\$3.29	\$2.96
May 01, 2024	\$2.24	\$2.07	June 14, 2024	\$3.19	\$2.97
May 02, 2024	\$2.25	\$2.10	June 17, 2024	\$3.33	\$2.98
May 03, 2024	\$3.06	\$2.24	June 18, 2024	\$3.44	\$2.99
May 06, 2024	\$2.86	\$2.32	June 20, 2024	\$3.45	\$3.00
May 07, 2024	\$2.80	\$2.37	June 21, 2024	\$3.44	\$3.01
May 08, 2024	\$2.68	\$2.40	June 24, 2024	\$3.61	\$3.03
May 09, 2024	\$2.80	\$2.44	June 25, 2024	\$3.58	\$3.04
May 10, 2024	\$2.70	\$2.46	June 26, 2024	\$3.53	\$3.05
May 13, 2024	\$2.73	\$2.48	June 27, 2024	\$3.44	\$3.06
May 14, 2024	\$2.81	\$2.50	June 28, 2024	\$3.20	\$3.07
May 15, 2024	\$2.86	\$2.53	July 01, 2024	\$2.95	\$3.06
May 16, 2024	\$2.95	\$2.55	July 02, 2024	\$2.96	\$3.06
May 17, 2024	\$3.01	\$2.58	July 03, 2024	\$3.06	\$3.06
May 20, 2024	\$3.01	\$2.60	July 05, 2024	\$3.00	\$3.06
May 21, 2024	\$3.02	\$2.63	July 08, 2024	\$3.03	\$3.06
May 22, 2024	\$3.13	\$2.65	July 09, 2024	\$2.86	\$3.05
May 23, 2024	\$2.99	\$2.67	July 10, 2024	\$2.91	\$3.05
May 24, 2024	\$3.05	\$2.68	July 11, 2024	\$2.93	\$3.05
May 28, 2024	\$3.33	\$2.71	July 12, 2024	\$2.96	\$3.05
May 29, 2024	\$3.20	\$2.73	July 15, 2024	\$2.91	\$3.05
May 30, 2024	\$3.34	\$2.76	July 16, 2024	\$3.06	\$3.05
May 31, 2024	\$3.34	\$2.78	July 17, 2024	\$3.02	\$3.05
June 03, 2024	\$3.41	\$2.80	July 18, 2024	\$2.94	\$3.04
June 04, 2024	\$3.38	\$2.82	July 19, 2024	\$2.69	\$3.04
June 05, 2024	\$3.45	\$2.85	July 22, 2024	\$2.67	\$3.03
June 06, 2024	\$3.51	\$2.87	July 23, 2024	\$2.74	\$3.03
June 07, 2024	\$3.52	\$2.89			

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 Lucas E. Gilmore, Bar No. 250893
2 Reed Kathrein, Bar No. 139304
3 HAGENS BERMAN SOBOL SHAPIRO LLP
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10 *Attorneys for Lead Plaintiff George Lang*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 In re LUNA INNOVATIONS
14 INCORPORATED SECURITIES
15 LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

16 This Document Relates To:

Judge: Hon. Consuelo Marshall

ALL ACTIONS

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member you must complete and, on page 8 hereof, sign this Proof of Claim and Release form ("Proof of Claim" or "Claim Form"). If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement in the Action. To share in the proceeds, the Claims Administrator must determine, based on the information in your Proof of Claim, that you have a recognized loss as a result of your purchases or acquisitions of Luna Innovations Incorporated ("Luna") securities during the period from May 16, 2022, through April 19, 2024, inclusive.

3. THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.LUNAINNOVATIONSSECURITIESSETTLEMENT.COM NO LATER THAN _____, OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN _____, ADDRESSED AS FOLLOWS:

Luna Innovations, Incorporated Securities Settlement
P.O. Box 2876
Portland, OR 97208-2876

4. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM OR RECEIVE A PAYMENT, unless you previously requested exclusion from the Settlement Class that was certified in this Action. If you previously submitted a valid request for exclusion, do not submit a Claim Form because you will no longer be eligible to do so.

II. CLAIMANT IDENTIFICATION

1. If you purchased or acquired Luna securities during the period from May 16, 2022, through April 19, 2024, inclusive, and held the share(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the share(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is a record purchaser.

2. Use Part I of this Claim Form below titled "Claimant Identification" to identify each beneficial purchaser or acquirer of Luna securities that forms the basis of this claim, as well as the record purchaser or acquirer if different. THIS CLAIM FORM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE LUNA SECURITIES UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of Persons represented by them; their authority must accompany this Claim Form, and their titles or capacities must be stated.

1 The Social Security (or taxpayer identification) number and telephone number of the beneficial owner
2 may be used in verifying the claim. Failure to provide the foregoing information could delay
verification of your claim or result in rejection of YOUR claim.

3 **III. IDENTIFICATION OF TRANSACTIONS**

4 1. Use Part II of this Claim Form titled “Schedule of Transactions in Luna Securities” to
5 supply all required details of your transaction(s). If you need more space or additional schedules, attach
6 separate sheets giving all of the required information in substantively the same form. Sign and print or
type your name on each additional sheet.

7 2. On the schedules, provide all of the requested information with respect to all of your
8 purchases or acquisitions and all of your sales of Luna securities that took place at any time from May
9 16, 2022, through July 23, 2024, inclusive, whether such transactions resulted in a profit or a loss. You
10 must also provide all of the requested information with respect to your sales of Luna securities and the
shares of Luna securities you held at the opening of trading on May 16, 2022, and the close of trading
on July 23, 2024. Failure to report all such transactions may result in the rejection of your claim.

11 3. List each transaction in the Class Period separately and in chronological order by trade
12 date, beginning with the earliest. You must accurately **provide the month, day, and year of each
transaction you list.**

13 4. **Copies of broker confirmations or other documentation of your transactions in
14 Luna securities must be submitted with your Claim Form. Failure to provide this documentation
15 could delay verification of your claim or result in rejection of your claim. THE PARTIES DO
NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS.**

16 5. **The above requests are designed to provide the minimum amount of information
17 necessary to process the simplest claims.**

18 6. **NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large
19 numbers of transactions may request, or may be requested, to submit information regarding
20 their transactions in electronic files. To obtain the mandatory electronic filing requirements and
file layout, you may visit the Settlement website at
21 www.LunaInnovationsSecuritiesSettlement.com. Any file not in accordance with the required
electronic filing format will be subject to rejection.**

PART I: CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
Entity Name (if claimant is not an individual)		
Representative or Custodian Name (if different from Beneficial Owner[s] listed above)		
Address 1 (street name and number)		
Address 2 (apartment, unit, or box number)		
City	State	ZIP/Postal Code
		-
Foreign Country (only if not USA)		
Social Security Number (last four digits only) or Taxpayer Identification Number		
	OR	-
Telephone Number		
	-	-
Email Address		
Account Number		
Account Type (check appropriate box)		
☐ Individual (includes joint owner accounts)	☐ Pension Plan	☐ Trust
☐ Corporation	☐ Estate	
☐ IRA/401(k)	☐ Other	(please specify)

PART II: SCHEDULE OF TRANSACTIONS IN LUNA PUBLICLY COMMON STOCK

A. Number of shares of Luna publicly traded common stock held at the opening of trading on May 16, 2022 (must be documented):

--	--	--	--	--	--	--

B. Purchases or acquisitions of Luna publicly traded common stock from May 16, 2022, through July 23, 2024, inclusive (must be documented):

Date of Purchase/ Acquisition (List Chronologically)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price per Share	Total Purchase/ Acquisition <u>Price</u> (excluding taxes,																												
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C. Sales of Luna publicly traded common stock from May 16, 2022, through July 23, 2024, inclusive (must be documented):

Date of Purchase/ Acquisition (List Chronologically)	Number of Shares Purchased/ Acquired	Sale Price per Share	Total Purchase/ Acquisition Price(excluding taxes,																												
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D. Number of shares of Luna publicly traded common stock held at the close of trading on July 23, 2024, inclusive (must be documented):

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PART III: SCHEDULE OF TRANSACTIONS IN LUNA CALL OPTIONS CONTRACTS

A. Separately list all positions in Luna Call Option contracts in which you had an open interest as of the opening of trading on May 16, 2022 (must be documented):

Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts in Which You Had an Open Interest (including any short Holdings)
•		
•		
•		
•		

B. Separately list each and every purchase/acquisition (including free receipts) of Luna Call Option contracts during the period from May 16, 2022, through April 19, 2024, inclusive, and provide the following information (must be documented):

Purchase or Acquisition Date (List Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Options Contracts Purchased/Acquired	☐ [X] Expired ☐ [E] Exercised	Purchase Price Per Contract	Exercised Date (Month/Day/Year)
	•			☐	•	
	•			☐	•	
	•			☐	•	
	•			☐	•	

C. Separately list each and every sale/disposition (including free deliveries) of Luna Call Option contracts during the period between May 16, 2022, through April 19, 2024, inclusive, and provide the following information (must be documented):

Date of Sale (List Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Contract
	•			•
	•			•
	•			•
	•			•

D. Separately list all positions in Luna Call Option contracts in which you had an open interest as of the close of trading on April 19, 2024, long or short (must be documented):

Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts in Which You Had an Open Interest
•		
•		
•		
•		

PART IV: SCHEDULE OF TRANSACTIONS IN LUNA PUT OPTIONS CONTRACTS

A. Separately list all positions in Luna Put Option contracts in which you had an open interest as of the opening of trading on May 16, 2022, long or short (must be documented):

Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts in Which You Had an Open Interest (including any long holdings)
•		
•		
•		
•		

B. Separately list each and every sale (writing) (including free deliveries) of Luna Put Option contracts during the period from May 16, 2022, through April 19, 2024, inclusive, and provide the following information (must be documented):

Date of Writing/Sale (List Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Sold (Written)	[X]Expired []Assigned	Sale Price Per Contract	Exercise Date (Month/Day/Year)
	•			☐	•	
	•			☐	•	
	•			☐	•	
	•			☐	•	

C. Separately list each and every purchase/acquisition (including free receipts) of Luna Put Option contracts during the period between May 16, 2022, through April 19, 2024, inclusive, and provide the following information (must be documented):

Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date (Month/Day/Year)	Price Per Contract	Number of Put Option Contracts Purchased/Acquired
	•		•	
	•		•	
	•		•	
	•		•	

D. Separately list all positions in Luna Put Option contracts in which you had an open interest at the close of trading on April 19, 2024 (must be documented):

Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts in Which You Had an Open Interest
•		
•		
•		
•		

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement, dated May 5, 2025 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) not excluded from the Settlement Class and am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Luna securities during the Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge, on behalf of myself (ourselves) and each of my (our) past and present trustees, fiduciaries, guardians, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through, or on behalf of myself (ourselves), in their capacities as such, that I (we) shall be deemed by operation of law to (a) have released, waived, discharged, and dismissed each and every of the Released Claims against the Released Defendant Persons; and (b) forever be enjoined from commencing, instituting, or prosecuting any or all of the Released Claims against any of the Released Defendant Persons.

2. “Immediate Family Members” means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), a Person’s children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any persons (other than a tenant or employee) sharing the household of the Person.

3. “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims (including Unknown Claims), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, which now exist, heretofore or previously existed, or may hereafter exist, concerning, based on, arising out of, or in connection with all claims and causes of action that Lead Plaintiff or any other member of the Settlement Class, (i) asserted in Action, or (ii) were or could have been asserted in any forum that, both (a) arise out of, concern, refer to, are based upon, or are related in any manner to the transactions, facts, matters, occurrences, statements, or omissions that are alleged, involved, set forth, or referred to in the Action and (b) relate to the purchase, acquisition, sale, disposition, or holding of Luna securities. This release does not cover, include, or release claims relating to the enforcement of this Settlement.

4. “Released Defendants’ Claims” means Defendants’ release of all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, against Lead Plaintiff, or Lead Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

5. “Released Defendant Persons” means Defendants and all of Defendants’ past and present officers, directors, employees, insurers, subsidiaries, affiliates, successors, representatives,

1 attorneys, underwriters, agents, Related Persons, Immediate Family Members, heirs, executors,
2 personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

3 6. "Related Persons", with respect to a Person, means (a) their Immediate Family
4 Members and any trust that such Person is the settlor of or which is for their benefit and/or the benefit
5 of their Immediate Family Members; (b) their subsidiaries, parent entities, divisions, and departments;
6 and (c), for any of the entities or Persons listed at (a) or (b) above, their respective past and present
7 officers, directors, managing directors, partners, employees, auditors, underwriters, accountants,
8 representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors,
9 assigns, heirs, executors, and administrators, in their capacities as such.

10 7. "Unknown Claims" means: (i) any claims that Lead Plaintiff or any Settlement Class
11 Member does not know or suspect to exist in his, her, or its favor at the time of the release of the
12 Released Defendant Persons, which if known by him, her, or it, might have affected his, her, or its
13 decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to
14 the Settlement, provided such claim arises out of or relates to the purchase or acquisition of Luna
15 securities; and (ii) any Released Defendants' Claims that any Defendant does not know or expect to
16 exist in his, her, or its favor at the time of the release, which if known by him, her, or it might have
17 affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released
18 Claims and Released Defendants' Claims, the Parties stipulate and agree that upon the Effective Date,
19 the Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have
20 expressly waived and by operation of the Judgment shall have waived, any and all provisions, rights,
21 and benefits conferred by any law of any state or territory of the United States, or principle of common
22 law that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides: "A general
23 release does not extend to claims that the creditor or releasing party does not know or suspect to exist
24 in his or her favor at the time of executing the release and that, if known by him or her, would have
25 materially affected his or her settlement with the debtor or released party." The Parties acknowledge,
26 and the Settlement Class Members shall be deemed by operation of the Judgment to have
27 acknowledged, that the inclusion of "Unknown Claims" in the definitions of Released Claims and
28 Released Defendants' Claims was separately bargained for and a key element of the Settlement of
which this release is a part.

19 8. This release shall be of no force or effect unless and until the Court approves the
20 Settlement set forth in the Stipulation and it becomes effective on the Effective Date.

21 9. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
22 purported to assign or transfer, voluntarily or involuntarily, any Released Claim or any other part or
portion thereof.

23 10. I (We) hereby warrant and represent that I (we) have included information about all
24 of my (our) transactions in Luna securities that occurred during the Class Period as well as the number
25 of shares held by me (us) at the opening of trading on May 16, 2022, and the close of trading on July
23, 2024.

26 11. I (We) certify that I am (we are) not subject to backup withholding under the provisions
27 of Section 3406(a)(1)(C) of the Internal Revenue Code.

28 Note: If you have been notified by the Internal Revenue Service that you are subject to

1 backup withholding, please strike out the language that you are not subject to backup
2 withholding in the certification above.

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

5 Executed this ____ day of _____, in _____,
6 _____.
(State/Country) (Month / Year) (City)

7

8 Signature of Claimant

9

10 Print Name of Claimant

11

Signature of Joint Claimant, if any

Print Name of Joint Claimant, if any

12 Capacity of person(s) signing (e.g., Beneficial Purchaser, Executor, or Administrator)

13 Capacity of person(s) signing (e.g., Beneficial Purchaser, Executor or Administrator)

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. Do not send originals of certificates.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. Do not use red pen or highlighter on the Proof of Claim and Release form or supporting documentation.

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT
WWW.LUNAINNOVATIONSSECURITIESSETTLEMENT.COM
NO LATER THAN _____, OR, IF MAILED, BE POSTMARKED OR
RECEIVED NO LATER THAN _____, ADDRESSED AS FOLLOWS:**

Luna Innovations Securities Settlement
P.O. Box 2876
Portland, OR 97208-2876

Lucas E. Gilmore, Bar No. 250893
Reed Kathrein, Bar No. 139304
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
Email: lucasg@hbsslaw.com
reed@hbsslaw.com

Attorneys for Lead Plaintiff George Lang

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

**SUMMARY NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

EXHIBIT A-3

This Document Relates To:

ALL ACTIONS

Judge: Hon. Consuelo Marshall

IF YOU PURCHASED OR ACQUIRED LUNA INNOVATIONS INCORPORATED (“LUNA”) SECURITIES FROM MAY 16, 2022 THROUGH APRIL 19, 2024, INCLUSIVE (“CLASS PERIOD”), YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT (THE “ACTION”).¹ PLEASE READ CAREFULLY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2025, at _____, before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the “Court”), First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the “Settlement Amount”) should be approved as fair, reasonable, and adequate to the Settlement Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP (“Class Counsel”), for attorneys’ fees and expenses and for an award to

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated May 5, 2025 (the “Stipulation”), which is at www.LunaInnovationsSecuritiesSettlement.com.

1 the Court-appointed Lead Plaintiff George Lang (“Lead Plaintiff”) should be approved; and (4)
2 whether the proposed Judgment should be entered.

3 The Action has been preliminarily certified as a class action for settlement purposes on behalf of all
4 Persons who purchased or otherwise acquired Luna securities during the Class Period and who were
5 damaged thereby (“Settlement Class Members”). In the Action, Lead Plaintiff asserts claims against
6 Luna and certain individual defendants (“Defendants”) under the Securities Exchange Act of 1934
7 (“Exchange Act”). A detailed description of the Action, including the parties, the claims and defenses,
8 and other important information about your rights and options are in the detailed Notice of Pendency
9 and Proposed Settlement of Class Action (the “Notice”).

10 Lead Plaintiff alleges that during the Class Period, Defendants made materially false and misleading
11 statements in violation of §10(b) of Exchange Act, Rule 10b-5 promulgated thereunder, and §20(a) of
12 the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices
13 during the Class Period. Lead Plaintiff further alleges that persons who purchased or otherwise
14 acquired Luna securities during the Class Period suffered economic losses when the price of Luna
15 securities declined as a result of a series of corrective disclosures between March 12, 2024, and April
16 19, 2024. Defendants have denied and continue to deny these allegations and all allegations of
17 wrongdoing or liability.

18 During the Litigation stay, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS.
19 After the submission of comprehensive mediation statements and other materials, the parties
20 participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After a full day
21 of negotiations, the Mediator issued a mediator’s recommendation that the Action be settled for
22 \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed
23 a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation.

24 At the Fairness Hearing, Class Counsel will request that the Court award aggregate attorneys’ fees
25 according to the terms of the retainer agreement between the Lead Plaintiff and Class Counsel. These
26 attorney’s fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000.
27 Settlement Class Members are not personally liable for any such fees or any other expenses (estimated
28 not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses).
The net recovery for Settlement Class Members (also referred to as the Net Settlement Fund) is
estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In
addition, Lead Plaintiff may seek payment not to exceed \$3,500 for his time and expenses incurred in
representing the Settlement Class.

To obtain the Notice or a copy of the Proof of Claim and Release form (“Proof of Claim”), visit the
settlement website at **www.LunaInnovationsSecuritiesSettlement.com**, send email to
Info@LunaInnovationsSecuritiesSettlement.com or write to Luna Innovations Securities
Settlement, P.O. Box 2876, Portland, OR 97208-2876.

To receive a payment from the Net Settlement Fund you must submit a Proof of Claim by mail
postmarked no later than _____, 2025, or electronically **no later than _____, 2025**,
establishing that you are entitled to recovery. Failure to submit your Proof of Claim by _____,
2025, will subject your claim to possible rejection and may preclude you from receiving any payment
from the settlement. If you are a Settlement Class Member, you will be bound by the Settlement and
any judgment entered in the Action, whether or not you submit a Proof of Claim.

EXCLUSION FROM THE CLASS - Each Settlement Class Member will be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class in accordance with all the instructions set forth in the Notice that is *received or filed, not simply postmarked, on or before* _____, 2025.

To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is *received or filed, not simply postmarked, on or before* _____, 2025. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Class Counsel at the following address:

Class Counsel

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

DATED: _____, 2025

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

###

SOURCE// HAGENS BERMAN SOBOL SHAPIRO LLP

URL// **WWW.LUNAINNOVATIONSSECURITIESSETTLEMENT.COM**

Case 2:24-cv-02630-CBM-KS
Luna Innovations Securities Settlement
P.O. Box 2876
Portland, OR 97208-2876

Document 112-1
ID #:1998

Filed 01/13/26

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Page
FIRST CLASS MAIL
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Court-Approved Legal Notice

In re Luna Innovations Incorporated Securities Litigation,
Master File No. 2:24-cv-02630-CBM-KSx

If you purchased or acquired Luna Innovations, Inc. Securities from May 16, 2022 through April 19, 2024, inclusive, your rights may be affected by a proposed settlement in a lawsuit pending in federal court.

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

This notice is a summary.

Learn more about the Settlement at
www.LunaInnovationsSecuritiesSettlement.com, or by
calling toll free 1-888-851-6078.

<<MAIL ID>>

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<<COUNTRY>>

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2025, at the Fairness Hearing, Class Court, Courtroom 112, at the United States District Court for the Central District of California (the "Court"), First Street U.S. Courthouse, 350 W. 1st Street, Courtroom 8D, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the "Settlement Amount") should be approved as fair, reasonable, and adequate to the Settlement Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP ("Class Counsel"), for attorneys' fees and expenses and for an award to the Court-appointed Lead Plaintiff George Lang ("Lead Plaintiff") should be approved; and (4) whether the proposed Judgment should be entered.

The Action has been preliminarily certified as a class action for settlement purposes on behalf of all investors (individuals and entities) who purchased or acquired Luna securities from May 16, 2022 through April 19, 2024, inclusive, and who were damaged thereby ("Settlement Class Members"). The Action asserts claims against Luna and certain individual defendants under the Securities Exchange Act of 1934 ("Exchange Act"). A detailed description of the Action, including the parties, the claims and defenses, and other important information about your rights and options are in the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice").

Lead Plaintiff alleged that during the period between May 16, 2022, and April 19, 2024, the Defendants made materially false and misleading statements in violation of §10(b) of Exchange Act, Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Lead Plaintiff alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 19, 2024.

During the Litigation stay, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After a full day of negotiations, the mediator issued a mediator's recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation.

At the Fairness Hearing, Class Court, Courtroom 112, the Court will request that the Court-appointed aggregate attorneys' fees before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the "Court"), First Street U.S. Courthouse, 350 W. 1st Street, Courtroom 8D, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the "Settlement Amount") should be approved as fair, reasonable, and adequate to the Settlement Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP ("Class Counsel"), for attorneys' fees and expenses and for an award to the Court-appointed Lead Plaintiff George Lang ("Lead Plaintiff") should be approved; and (4) whether the proposed Judgment should be entered.

To obtain the Notice or a copy of the Proof of Claim and Release form ("Proof of Claim"), visit the settlement website at www.LunaInnovationsSecuritiesSettlement.com or write to **Luna Innovations Securities Settlement, P.O. Box 2876, Portland, OR 97208-2876**.

To get a payment from the Net Settlement Fund you must submit a Proof of Claim by mail **postmarked no later than _____, 2025**, or electronically **no later than _____, 2025**, establishing that you are entitled to recovery. Failure to submit your Proof of Claim by _____, 2025, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Settlement Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim.

EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is **received or filed, not simply postmarked, on or before _____, 2025**.

To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is **received or filed, not simply postmarked, on or before _____, 2025**. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

Master File No. 2:24-cv-02630-CBM-KS

This Document Relates To:

ALL ACTIONS

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, the Parties,¹ through their counsel, have agreed, subject to judicial approval following issuance of notice to the Settlement Class and a Fairness Hearing, to settle and dismiss with prejudice the claims asserted against Defendants upon the terms and conditions set forth in the Parties' Stipulation and Agreement of Settlement dated May 5, 2025 (the "Stipulation");

WHEREAS, on _____, 2025, the Court issued its Order Granting Lead Plaintiff's Motion for Preliminary Approval of Class Action Settlement, for Certification of the Settlement Class, for Approval of Notice to the Settlement Class, and for Scheduling of Fairness Hearing in this Action (the "Preliminary Order") (ECF No. ____);

WHEREAS, it appears in the record that the Postcard Notice substantially in the form approved by the Court in its Preliminary Order was mailed to all reasonably identifiable Settlement Class Members, and that the Notice and Proof of Claim substantially in the form approved by the Court in its Preliminary Order was posted on the settlement website established by the Claims Administrator in this matter, in accordance with the Preliminary Order;

WHEREAS, it appears in the record that the Summary Notice, substantially in the form approved by the Court, was published in accordance with the Preliminary Order;

WHEREAS, on the ____ day of, _____2025, following issuance of notice of the Settlement to the Settlement Class, the Court held its Fairness Hearing to determine: (1) whether the requirements for class action treatment under FRCP 23 are satisfied; (2) whether the terms and conditions of the Stipulation are fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendants, as well as the release of all Released

¹ Unless otherwise defined herein, all capitalized terms used herein have the same meaning as given them in the Stipulation and Agreement of Settlement dated May 5, 2025; *see* ¶1 below.

Claims as against the Released Defendant Persons and the release of all Released Defendants' Claims as against the Released Plaintiff Persons, and should be approved; (3) whether judgment should be entered dismissing, with prejudice and on the merits, all claims asserted against Defendants; (4) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; (5) whether and in what amount to award Lead Counsel attorneys' fees and expenses; (6) whether and in what amount to grant any awards to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4); (7) to consider any valid objections submitted to the Court; and (8) to rule upon such other matters as the Court may deem appropriate;

WHEREAS, the Court has considered all matters and papers submitted to it at or in connection with the Fairness Hearing and otherwise;

NOW, THEREFORE, based upon the Stipulation and all of the findings, records, and proceedings had herein, and it appearing to the Court upon examination, following the duly noticed Fairness Hearing, that the Settlement is fair, reasonable, and adequate and should be finally approved, that the Judgment attached as Exhibit B to the Stipulation should be entered, and that the proposed Plan of Allocation provides a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth therein.

2. The Court has jurisdiction over the subject matter of the Action, Lead Plaintiff, all Settlement Class Members, and Defendants.

3. The Court finds that the prerequisites for a class action under Rule 23(a) of the Federal Rules of Civil Procedure have been satisfied in that:

- (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class he seeks to represent; and
- (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class.

4. The Court further finds that the requirements for certification of a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure have also been satisfied in that:

- (a) questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and
- (b) a class action is superior to other available methods for the fair and efficient adjudication of the claims at issue, considering:
 - i. the class members' interests in individually controlling the prosecution or defense of separate actions;
 - ii. the extent and nature of any litigation concerning the controversy already begun by or against class members;
 - iii. the desirability or undesirability of concentrating the litigation of the claims in this particular forum; and
 - iv. the likely difficulties in managing a class action (given, *inter alia*, that the proposed class here would be certified in the context of a settlement).

Accordingly, the Court certifies this action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of all Persons who purchased or otherwise acquired Luna securities between May 16, 2022, and

April 19, 2024, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) Immediate Family Members of Defendants Scott A. Graeff, Eugene J. Nastro, and George Gomez-Quintero; (iii) any person who is or was an officer or director of Luna; (iv) any firm or entity in which Defendants have or had a majority ownership interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded are any Persons or entities who properly excluded themselves by filing a valid and timely request for exclusion in accordance with the requirements set by the Court.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, (a) Lead Plaintiff George Lang is appointed as class representatives of the Settlement Class and (b) the law firm of Hagens Berman Sobol & Shapiro LLP is appointed as counsel for the Settlement Class (“Class Counsel”).

6. In accordance with the Preliminary Order, the Court finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions and the rights of Settlement Class Members in connection therewith (a) constituted the best notice practicable under the circumstances; (b) constituted due and sufficient notice of these proceedings and the matters set forth herein (including the Settlement and Plan of Allocation) to all persons and entities entitled to such notice; and (c) met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7) (as amended by the Private Securities Litigation Reform Act of 1995). No Settlement Class Member is or shall be relieved from the terms and conditions of the Settlement, including the releases provided for in the Stipulation of Settlement, based upon the contention or proof that such Settlement Class Member failed to

receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement (and to participate in the hearing thereon), or to exclude themselves from the Class. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is determined that all Settlement Class Members are bound by this Order and Final Judgment, except those Persons who validly requested exclusion from the class certified in this Action.

7. The Court finds that the Settlement is fair, reasonable, and adequate under Rule 23 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. This Court further finds that the Settlement is the result of good faith, arm's-length negotiations; and that all Parties have been represented throughout by experienced and competent counsel. The Court further finds that the Settlement was reached only after, *inter alia*: (a) Lead Counsel conducted an extensive pre-filing investigation; (b) the filing of a consolidated class action complaint; (c) full briefing on Defendants' motion to dismiss the complaint; (d) Lead Plaintiff's and Defendants' preparation and exchange of comprehensive pre-mediation briefs and participation in a mediation sessions under the auspices of a highly experienced mediator of complex commercial cases (Jed D. Melnick, Esq., of JAMS); and (e) the Parties' negotiation and drafting of the detailed terms of the Stipulation. Accordingly, the Court also finds that Lead Plaintiff, Defendants, and the Released Defendant Persons were well-positioned to evaluate benefits of the proposed Settlement against the risks of further and uncertain litigation.

8. The Court further finds that if the Settlement had not been achieved, Lead Plaintiff, Defendants, and the Released Defendant Persons faced the expense, risk, burden, and uncertainty of extended litigation in connection with the claims asserted against Defendants. The Court takes no position on the merits of Lead Plaintiff's, Defendants', or the Released Defendant Persons' liability positions, but

notes that the existence of substantial arguments both for and against their respective positions further supports approval of the Settlement.

9. Accordingly, the Court approves the Stipulation, and directs Lead Plaintiff and Defendants to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

10. All claims asserted against Defendants in this Action are dismissed with prejudice. Lead Plaintiff and Defendants shall bear their own costs, except as otherwise provided in the Stipulation.

11. Lead Plaintiff and each of the Settlement Class Members, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, all Released Claims against each Released Defendant Person, whether or not Lead Plaintiff or any Settlement Class Member executes and delivers a Proof of Claim.

12. Defendants and each of the Released Defendant Persons shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, waived, relinquished, and discharged, and shall forever be enjoined from prosecuting, each and every one of the Released Defendants' Claims against each Released Plaintiff Person.

13. Nothing contained herein shall, however, bar Lead Plaintiff, Defendants, Released Defendant Persons, or Released Plaintiff Persons from bringing any action or claim to enforce the terms of the Stipulation or this Order and Final Judgment.

14. The Court finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class

Members, and Lead Counsel and the Claims Administrator are directed to administer the Plan of Allocation in accordance with its terms and the terms of the Stipulation.

15. The Court finds that Lead Plaintiff, Defendants, and their counsel have complied with all requirements of Rule 11 of the Federal Rules of Civil Procedure and the Private Securities Litigation Reform Act of 1995 as to all proceedings had herein.

16. Neither this Order and Final Judgment, the Stipulation, nor any of the terms and provisions of the Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith:

(a) is or may be deemed to be, or may be used as an admission, concession, or evidence of the validity or invalidity of any of the claims asserted against Defendants or the Released Defendant Persons, the truth or falsity of any fact alleged by Lead Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or of any deception, wrongdoing, liability, negligence or fault of Defendants, the Released Defendant Persons, or each or any of them, or that Lead Plaintiff or any Settlement Class Member was harmed or damaged by any conduct by any Defendant or the Released Defendant Persons;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved by, or made by any Defendants, the Released Defendant Persons, or their Related Persons in any arbitration proceeding or any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and

(c) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Defendants, the Released Defendant

Persons, or any of them, that Lead Plaintiff's or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the Settlement Amount or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than, or greater than the amount which could have or would have been recovered after trial.

17. Notwithstanding the immediately preceding paragraph, however, Lead Plaintiff, Defendants, the Released Defendant Persons, and Released Plaintiff Persons may file the Stipulation and/or this Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Lead Plaintiff, Defendants, the Released Defendant Persons, and Released Plaintiff Persons may also file the Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce the Stipulation, the Settlement, or this Order and Final Judgment.

18. Except as otherwise provided herein or in the Stipulation, all funds held by the Escrow Agent shall be deemed to be held *in custodia legis* and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the Stipulation and/or pursuant to further order of the Court.

19. Without affecting the finality of this Order and Judgment in any way, this Court retains continuing exclusive jurisdiction over Lead Plaintiff and Defendants and the Settlement Class Members for all matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of the Stipulation, and including any application for fees and expenses incurred in

connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

20. Absent further order of the Court, the Court hereby sets the following schedule for completing the administration of the Settlement in this matter:

- (a) the Claims Administrator shall complete its review of submitted Proofs of Claim in this matter and calculation of Recognized Claim Amounts for Authorized Claimants within 180 days of the Court's existing deadline for Settlement Class Members to submit completed Proofs of Claim;
- (b) within twenty-one (21) days of the later of (i) the Claims Administrator's completion of its review of submitted claims or (ii) the date on which each of the conditions set forth in ¶4.14 of the Stipulation (including the occurrence of the Effective Date) has been met, Lead Counsel shall submit a distribution motion (the "Settlement Class Distribution Motion") to the Court, which shall seek entry of an Order (the "Distribution Order") approving the Claims Administrator's claims determinations and resolving, pursuant to ¶¶4.7–4.10 of the Stipulation, any unresolved disputes raised by any Claimants relating to the Claims Administrator's administrative determinations;
- (c) unless the Distribution Order provides for a later date, the Claims Administrator shall mail checks distributing settlement fund payments to eligible Settlement Class Members within 30 days of entry of the Distribution Order, which checks shall request that recipients cash them within 60 days; and
- (d) within 120 days of the mailing of distribution checks, Lead Counsel shall file a Post-Distribution Accounting containing all of the information set forth in the Northern District of California's Procedural Guidance for Class Action Settlements, except that such report shall also advise the Court

whether, in accordance with ¶4.15 of the Stipulation, Lead Counsel has determined that a second distribution of unclaimed settlement funds (whether due to uncashed checks or otherwise) should be pursued, or whether any then-remaining unclaimed settlement funds should be contributed to a non-sectarian, non-profit Section 501(c)(3) organization as may be deemed appropriate by the Court.

(e) Except as provided in sub-paragraphs (a) – (d) above, without further order of the Court Defendants and Lead Plaintiff may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

21. There is no just reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

22. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make on any Fee and Expense Application.

23. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order and Final Judgment (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to Lead Plaintiff, Defendants, or the Released Defendant Persons, and may not be introduced as evidence or used in any action or proceeding by any Person against Lead Plaintiff, Defendants, and the Released Defendant Persons, and Lead Plaintiff, Defendants, and the Released Defendant Persons shall be restored to his, her or its respective litigation positions as they existed immediately prior to the date of the execution of the Stipulation.

Dated: _____, 2025

HON. CONSUELO MARSHALL
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 2

Lucas E. Gilmore, Bar No. 250893
Reed Kathrein, Bar No. 139304
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
Email: lucasg@hbsslaw.com
reed@hbsslaw.com

Attorneys for Lead Plaintiff George Lang

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

This Document Relates To:
ALL ACTIONS

Master File No. 2:24-cv-02630-CBM-KS

**DECLARATION OF GEORGE LANG
IN SUPPORT OF LEAD PLAINTIFF'S
(1) MOTION FOR FINAL APPROVAL
OF PROPOSED CLASS ACTION
SETTLEMENT AND (2) MOTION FOR
AN AWARD OF ATTORNEYS' FEES,
LITIGATION EXPENSES, AND
SERVICE AWARD**

Hearing Date: Tuesday, February 17, 2026
Hearing Time: 10:00 a.m.
Courtroom: Courtroom 8D, 8th Floor
Judge: Hon. Consuelo Marshall

1 I, George Lang, pursuant to 28 U.S.C. § 1746, declare as follows:

2 1. I am the Court-appointed Lead Plaintiff in the above-captioned securities
3 class action (the “Action”). I submit this Declaration in support of (1) Lead Plaintiff’s
4 Motion for Final Approval of Proposed Class Action Settlement and (2) Lead Counsel’s
5 Motion for an Award of Attorneys’ Fees, Litigation Expenses, and Service Award,
6 including my application pursuant to 15 U.S.C. § 78u-4(a)(4) for an award in
7 reimbursement of the reasonable costs I incurred in connection with its representation
8 of the Settlement Class.¹

9 2. I am aware of and understand the requirements and responsibilities of a
10 class representative in a securities class action, including those set forth in the Private
11 Securities Litigation Reform Act of 1995 (“PSLRA”). This declaration is based on my
12 personal knowledge, as I have been directly involved in monitoring and overseeing the
13 prosecution of the Action, as well as the negotiations leading to the Settlement. If
14 needed, I could and would testify competently to these matters.

15 **I. My Oversight of the Action**

16 3. I am 65 years old and reside in Heber City, Utah. I am currently retired.
17 Previously, I worked as a president for a port terminal services company. I have over 20
18 years of experience in managing my own investment portfolio.

19 4. On July 17, 2024, the Court entered an Order appointing me as Lead
20 Plaintiff pursuant to the PSLRA, and approved Lead Plaintiff’s selection of Hagens
21 Berman Sobol Shapiro LLP as Lead Counsel. *See* Dkt. No. 47.

22 5. Since my appointment as Lead Plaintiff, I have been actively involved in
23 directing the prosecution and monitoring the progress of this litigation with Lead
24 Counsel. In particular, throughout the course of the Action, my activities included:

25 (a) Initial communications with counsel regarding a potential case, phone calls
26 and correspondence with counsel concerning my stock transactions and losses,

27
28 ¹ Unless otherwise defined in this Declaration, all capitalized terms have the meanings set out in
the Stipulation and Agreement of Settlement dated May 5, 2025 (Dkt. No. 87-3).

1 communications concerning plaintiff duties, responsibilities and potential exposure, and
2 independent research of these issues;

3 (b) Reviewing my personal files concerning my stock purchases and sales,
4 which I reviewed for accuracy and completeness;

5 (c) Reviewing and commenting on draft lead plaintiff papers, and
6 communications with counsel regarding the accuracy of papers, including my losses;

7 (d) Reviewing the draft amended complaint and discussions with counsel
8 regarding it;

9 (e) Reviewing Defendants' motions to dismiss and Lead Plaintiff's opposition,
10 and communicating with counsel regarding the litigation process;

11 (f) Discussing with counsel regarding settlement issues and strategy;

12 (g) Conferring with Lead Counsel regarding the selection of a private mediator
13 and a potential range of acceptable settlement amounts;

14 (h) Reviewing and analyzing the parties' mediation submissions in connection
15 with the formal mediation session before Jed D. Melnick, Esq., of JAMS in April 2025;

16 (i) Exercising continuous oversight of the mediation process by maintaining a
17 dedicated line of communication with my attorneys and providing the necessary
18 instructions to advance the negotiations;

19 (j) During final settlement negotiations, consulting with Lead Counsel, and
20 eventually evaluating and approving the settlement of \$7,300,000 on behalf of Lead
21 Counsel; and

22 (k) Communicating with Lead Counsel regarding the settlement process and
23 procedure, allocation of proceeds, notice and claim forms and the final hearing, as well
24 as review of all the settlement papers.

25 **II. I Strongly Endorse Approval of the Settlement**

26 6. Based on my involvement throughout the prosecution and resolution of the
27 claims asserted in the Action, I believe I am in a good position to comment on the
28 settlement and the request for attorneys' fees. I believe that the proposed \$7.3 million

1 recovery in this case is fair, reasonable, and adequate to the Settlement Class. I
2 understand the difficulty of proving these cases at trial and that even in a strong case the
3 class could recover nothing. I believe that the Settlement represents an excellent
4 recovery for the Settlement Class in light of the substantial risks of continuing to
5 prosecute the claims in this case, including the very substantial risk of recovering
6 nothing whatsoever. I appreciate that a settlement now guarantees that class members
7 will be paid a percentage of their losses. On all these grounds, I strongly endorse final
8 approval of the Settlement by the Court.

9 **III. I Approve of and Support Lead Counsel's Motion for Attorneys' Fees and**
10 **Litigation Expenses**

11 7. I understand my role to ensure that attorneys' fees are fair considering the
12 result achieved in the Action and that they reasonably compensate Lead Counsel for the
13 work involved and the substantial risk they undertook in litigating the Action.
14 Accordingly, I approve Lead Counsel's request for an award of attorneys' fees in the
15 amount of 30% of the Settlement Fund, and find the request is fair and reasonable
16 considering the work performed by Lead Counsel, the litigation risks faced, and the
17 substantial recovery obtained for the Settlement Class in the Action.

18 8. I further believe that Lead Counsel's litigation expenses of no more than
19 \$150,000 are reasonable and represent costs and expenses necessary for the prosecution
20 and resolution of the Action. Based on the foregoing, and consistent with my obligation
21 to the Settlement Class to obtain the best result at the most efficient cost, I fully support
22 Lead Counsel's fee and expense application.

23 9. My counsel has informed me that reimbursement of a class representative's
24 reasonable costs and expenses is authorized under the PSLRA. Therefore, in connection
25 with Lead Counsel's request for reimbursement of litigation expenses, I seek
26 reimbursement for the costs and expenses that I incurred directly relating to my
27 representation of the Settlement Class.
28

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge.

DocuSigned by:

0031C9AF19E14B2...
Dr. George Lang
Court-Appointed Lead Plaintiff

EXHIBIT 3

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

This Document Relates To:

ALL ACTIONS

Master File No. 2:24-cv-02630-CBM-KS

**DECLARATION OF ERIC BLOW
REGARDING (1) DISSEMINATION OF
SETTLEMENT NOTICES; (2)
PUBLICATION OF SUMMARY
NOTICE; (3) AND ESTABLISHMENT
OF TELEPHONE HOTLINE AND
SETTLEMENT WEBSITE**

1 I, Eric Blow, declare and state as follows:

2 1. I am a Project Manager employed by Epiq Class Action & Claims Solutions, Inc.
3 (“Epiq”). Pursuant to the Court’s September 19, 2025 Order Granting Lead Plaintiffs’ Motion
4 for Preliminary Approval of Class Action Settlement, For Issuance of Notice to the Class, and
5 for Scheduling of Fairness Hearing (ECF 107) (“Preliminary Approval Order”), Epiq was
6 authorized to act as the Claims Administrator in connection with the Settlement reached in the
7 above-captioned Action.¹

8 2. I submit this Declaration to provide the Court with information regarding the
9 mailing of the Notice of Pendency and Proposed Settlement of Class Action (the “Settlement
10 Notice”). The Declaration also provides updates concerning other aspects of the settlement
11 administration process. The following statements are based on my personal knowledge and
12 information provided by other Epiq employees working under my supervision, and if called on to
13 do so, I could and would testify competently thereto.

14
15 **DISSEMINATION OF THE SETTLEMENT NOTICE**

16 3. Pursuant to the Preliminary Approval Order, beginning on October 17, 2025, Epiq
17 mailed the Settlement Notice to potential Class Members and nominees who could be reasonably
18 identified. *See* ECF No. 107.

19 4. Prior to Epiq sending the Settlement Notices, all mailing addresses were checked
20 against the National Change of Address (“NCOA”) database maintained by USPS to ensure the
21 address information was up-to-date and accurately formatted for mailing. In addition, the
22 addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the
23 quality of the zip code and were verified through Delivery Point Validation (“DPV”) to verify
24 the accuracy of the addresses.

25 5. On October 17, 2025, Epiq sent, by USPS first-class mail, Settlement Notices to
26 the 95 potential Class Members identified by Luna and who were contained in the mailing file.

27
28 ¹ Unless otherwise defined herein, all capitalized terms have the meanings set forth in the
Preliminary Approval Order dated October 17, 2025 (ECF 107) (“Preliminary Approval Order”).

1 A copy of the Settlement Notice is attached hereto as Exhibit A. Epiq also mailed Settlement
2 Notices to 893 Nominees listed in Epiq's proprietary Nominee database. The 893 Settlement
3 Notices mailed to Nominees included a letter explaining that if the Nominee had previously
4 submitted names and addresses for potential Class Members in connection with the Class Notice
5 Mailing, or had previously requested copies of the Class Notice in bulk, it did not need to submit
6 that information again unless it had additional names and addresses to provide, or needed a
7 different number of Settlement Notices. A true and accurate copy of the letter sent to Nominees
8 is attached as Exhibit B.

9 6. Since the initial mailing, through January 9, 2026, Epiq has mailed additional
10 copies of the Settlement Notice to potential members of the Class whose names and addresses
11 were provided by individuals or Nominees, and to Nominees who requested additional
12 Settlement Notices in bulk for forwarding to their clients.

13 7. As of January 9, 2026, a total of 8,677 Settlement Notices have been disseminated
14 to potential Class Members by first-class mail and Nominees by bulk shipment.

15 8. As of January 9, 2026, Epiq has logged a total of 25 undeliverable Settlement
16 Notices. USPS automatically forwarded Settlement Notices with available forwarding address
17 orders that had not expired. Settlement Notices returned as undeliverable were re-mailed to any
18 new address available through USPS information, and to better addresses that were found using a
19 third-party lookup service. To date, 25 Settlement Notices previously returned as undeliverable
20 have been resubmitted to new addresses.

21 9. As of January 9, 2026, zero (0) Class Members have objected to or commented
22 on the Settlement. The deadline to object to the Settlement is January 27, 2026.

23 10. As of January 12, 2026, Epiq has received a total of 1,048 claims. These include
24 26 paper claims, 171 claims submitted online, and 851 nominee claims. At this stage in the
25 process, the number of submitted claims is expected to be low. It is common practice for most
26 claims to be filed closer to the deadline, as claimants often wait until the last moment to submit
27 their materials.
28

1 11. The deadline for submitting Claim Forms is January 16, 2026. Epiq will provide
2 the updated number of submitted valid claims in the reply papers to be served by Lead Plaintiff
3 on February 10, 2026.

4 **PUBLICATION OF THE SUMMARY NOTICE**

5 12. The Court's Preliminary Approval Order directed that the Summary Notice be
6 published once in *Investor's Business Weekly* and be transmitted over *PRNewswire*. Accordingly,
7 the Summary Notice was published in *Investor's Business Weekly* and transmitted over
8 *PRNewswire* on October 27, 2025. Attached as Exhibit C is a confirmation of publication,
9 attesting to the publication in *Investor's Business Weekly* and the transmission over *PRNewswire*.

10 **CALL CENTER SERVICES**

11 13. In connection with the Class Notice Mailing, Epiq established a toll-free phone
12 number for this Action, 1-888-851-6078, which was thereafter included in the Settlement Notice,
13 the Claim Form, and on the case website. The toll-free phone number connects callers with an
14 Interactive Voice Recording ("IVR").

15 14. On October 17, 2025, the same date that Epiq began mailing the Settlement
16 Notices, Epiq updated the IVR to provide information and options relevant to the proposed
17 Settlement. The IVR provides callers with pre-recorded information, including a brief summary
18 about the Action and the option to request a copy of the Settlement Notice. The toll-free
19 telephone line with pre-recorded information is available 24 hours a day, 7 days a week.

20 15. In addition, on Monday through Friday from 6:00 a.m. to 6:00 p.m. Pacific Time
21 (excluding official holidays), callers are able to speak with a call center agent to request
22 information regarding the status of the Class Action and/or obtain answers to questions they may
23 have. During other hours, callers may leave a message for an agent to call them back.

24 16. As of January 12, 2026, Epiq has received a total of 52 incoming calls to the toll-
25 free number dedicated to this Settlement. Epiq has promptly responded to each telephone inquiry
26 and will continue to address potential Class Members' inquiries.
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WEBSITE

17. As part of the settlement administration process, Epiq updated the website previously established for the Action (www.LunaInnovationsSecuritiesLitigation.com) to provide Class Members with information and documents concerning the proposed Settlement. The website is accessible 24 hours a day, 7 days a week. The website provides the deadlines for submitting a Claim and objecting to the Settlement. The website also makes available copies of the Settlement Notice and Claim Form, as well as copies of the Stipulation, Preliminary Approval Order, and operative complaint, among other documents. The Settlement Notice is attached hereto as Exhibit D. In addition, the website provides Class Members with the ability to submit their Claim through the website and also includes a link with detailed instructions for Nominees submitting their Claims electronically. Epiq will continue operating, maintaining and, as appropriate, updating the website until the conclusion of this administration.

18. As of January 12, 2026, the website has received 5,907 page hits and 2,508 unique website sessions.

19. As of December 31, 2025, the current Administration costs amount to \$110,735.84. Pursuant to the Notice of Pendency and Proposed Settlement of Class Action and in accordance with the Court's approval, the total Notice and Administration Expenses are estimated not to exceed \$300,000.

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

Executed on January 12, 2026, in Louisville, Kentucky.


Eric Blow

EXHIBIT A

Luna Innovations Securities Litigation
P.O. Box 2876
Portland, OR 97208-2876

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

Court-Approved Legal Notice

In re Luna Innovations Incorporated Securities Litigation,
Master File No. 2:24-cv-02630-CBM-KS

If you purchased or acquired Luna Innovations, Inc. Securities from May 16, 2022 through April 19, 2024, inclusive, your rights may be affected by a proposed settlement in a lawsuit pending in federal court.

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

This notice is a summary.

Learn more about the Settlement at
www.LunaInnovationsSecuritiesLitigation.com,
or by calling toll free 1-888-851-6078.

YOU ARE HEREBY NOTIFIED that a hearing will be held on **February 17, 2026 at 10:00 a.m.**, before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the "Court"), First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the "Settlement Amount") should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP ("Class Counsel"), for attorneys' fees and expenses and for an award to the Court-appointed Lead Plaintiff and Class Representative George Lang ("Class Representative") should be approved; and (4) whether the proposed Judgment should be entered.

The Action has been preliminarily certified as a class action for settlement purposes on behalf of all investors (individuals and entities) who purchased or acquired Luna securities from May 16, 2022 through April 19, 2024, inclusive, and who were damaged thereby ("Class Members"). The Action asserts claims against Luna and certain individual defendants under the Securities Exchange Act of 1934 ("Exchange Act"). A detailed description of the Action, including the parties, the claims and defenses, and other important information about your rights and options are in the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice").

Class Representative alleged that during the period between May 16, 2022, and April 19, 2024, the Defendants made materially false and misleading statements in violation of §10(b) of Exchange Act, Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Specifically, Class Representative alleged that Defendants misled investors by failing to disclose that Luna's financial statements from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue, would require restatement, and were supported by ineffective disclosure controls and procedures. Class Representative alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 25, 2024.

During the course of the Litigation, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, the Mediator issued a mediator's recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation.

At the Fairness Hearing, Class Counsel will request that the Court award aggregate attorneys' fees according to the terms of the retainer agreement between the Class Representative and Class Counsel. These attorney's fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. Class members are not personally liable for any such fees or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for its time and expenses incurred in representing the Class.

To obtain the Notice or a copy of the Proof of Claim and Release form ("Proof of Claim and Release"), visit the settlement website at www.LunaInnovationsSecuritiesLitigation.com or write to **Luna Innovations Securities Litigation, P.O. Box 2876, Portland, OR 97208-2876**.

To get a payment from the Net Settlement Fund you must submit a Proof of Claim and Release by mail **postmarked no later than January 16, 2026**, or electronically **no later than January 16, 2026**, establishing that you are entitled to recovery. Failure to submit your Proof of Claim and Release by January 16, 2026, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim and Release.

EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is **received or filed, not simply postmarked, on or before January 27, 2026**.

To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is **received or filed, not simply postmarked, on or before January 27, 2026**. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim and Release.

EXHIBIT B

Luna Innovations Securities Litigation
c/o Epiq Systems, Inc.
P.O. Box 2876
Portland, OR 97208-2876

Website: www.LunaInnovationsSecuritiesLitigation.com
Email: info@LunaInnovationsSecuritiesLitigation.com
Phone: 1-888-851-6078

NOTICE TO BROKERS, BANKS, AND OTHER NOMINEES

TIME-SENSITIVE, COURT-ORDERED ACTION REQUIRED ON YOUR PART

In re Luna Innovations Incorporated Securities Litigation
Case No. 2:24-cv-02630-CBM-KS

The Court directed that everyone who fits these descriptions is a Class Member: all Persons who purchased or otherwise acquired Luna securities between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were damaged thereby, except those Persons and entities that are excluded. Please see the complete Notice found on the “Important Documents” page of the website, www.LunaInnovationsSecuritiesLitigation.com.

If you are a broker or other nominee that held Luna Innovations common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THE ENCLOSED NOTICE PACKET, to either:**

- (a) Request from the Administrator sufficient copies of the enclosed Notice Packet to forward to all such beneficial owners and, within ten (10) calendar days of receipt of those copies, forward the Notice Packet to all such beneficial owners; or
- (b) Provide the Administrator, Epiq Systems, Inc., with a list of the names and last known addresses of all such beneficial owners described above.

PLEASE NOTE: These documents contain deadlines that could impact your customers’ rights.

If you are providing a list of names and addresses to the Administrator:

- (a) Compile a list of names and last known addresses of the beneficial owners described above.
- (b) Prepare the list in Microsoft Excel format following the “Electronic Name and Address File Layout” set forth on page 2 below. A preformatted spreadsheet can also be found on the “Nominees” page of the website, www.LunaInnovationsSecuritiesLitigation.com.
- (c) Then you must do one of the following:

- 1. Burn the Microsoft Excel file(s) to a CD or DVD and mail the CD or DVD to:

Luna Innovations Securities Litigation
c/o Epiq Systems, Inc.
PO Box 2876
Portland, OR 97208-2876

- 2. Email the spreadsheet to info@LunaInnovationsSecuritiesLitigation.com; or
- 3. Upload the spreadsheet through EpiqFiling. A link to EpiqFiling is available on the “Nominees” page of the website, www.LunaInnovationsSecuritiesLitigation.com

If you are going to forward the Notice Packet to the beneficial owners: Request the needed number of copies of the Notice Packet via email to info@LunaInnovationsSecuritiesLitigation.com. You must mail the Notice Packets to the beneficial owners within ten (10) calendar days of your receipt of the Notice Packets

For Questions, Please Call 1-888-851-6078.

Expense Reimbursement

Reasonable expenses are eligible for reimbursement (including postage and costs to compile names and addresses), provided an invoice documenting the expenses is timely submitted to the Administrator. Please submit your invoice within one month of completing the mailing or providing your file.

Electronic Name and Address File Layout

Column	Description	Length	Notes
A	Account #	15	Unique identifier for each record
B	Beneficial owner's first name	25	
C	Beneficial owner's middle name	15	
D	Beneficial owner's last name	30	
E	Joint beneficial owner's first name	25	
F	Joint beneficial owner's middle name	15	
G	Joint beneficial owner's last name	30	
H	Business or record owner's name	60	Businesses, trusts, IRAs, and other types of accounts
I	Representative or contact name	45	
J	Address 1	35	
K	Address 2 ¹	25	
L	City	25	
M	U.S. state or Canadian province	2	U.S. and Canada addresses only ¹
N	ZIP Code	10	
O	Country (other than U.S.)	15	

If you have any questions, you may contact the Administrator at 1-888-851-6078 or by email at info@LunaInnovationsSecuritiesLitigation.com. Thank you for your cooperation.

¹ For countries other than the U.S. and Canada, place any territorial subdivision in "Address 2" field.

For Questions, Please Call 1-888-851-6078.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

This Document Relates To:

ALL ACTIONS

Master File No. 2:24-cv-02630-CBM-KS

**SUMMARY NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

Judge: Hon. Consuelo Marshall

IF YOU PURCHASED OR ACQUIRED LUNA INNOVATIONS, INC. (“LUNA”) SECURITIES FROM MAY 16, 2022 THROUGH APRIL 19, 2024, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT (THE “ACTION”).² PLEASE READ CAREFULLY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on *February 17, 2026 at 10:00 a.m.*, before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the “Court”), First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the “Settlement Amount”) should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP (“Class Counsel”), for attorneys’ fees and expenses and for an award to the Court-appointed Lead Plaintiff and Class Representative George Lang (“Class Representative”) should be approved; and (4) whether the proposed Judgment should be entered.

The Action has been preliminarily certified as a class action for settlement purposes on behalf of all investors (individuals and entities) who purchased or acquired Luna securities from May 16, 2022 through April 19, 2024, inclusive, and who were damaged thereby (“Class Members”). The Action asserts claims against Luna and certain individual defendants under the Securities Exchange Act of 1934 (“Exchange Act”). A detailed description of the Action, including the parties, the claims and defenses, and other important information about your rights and options are in the detailed Notice of Pendency and Proposed Settlement of Class Action (the “Notice”).

Class Representative alleged that during the period between May 16, 2022, and April 19, 2024, the Defendants made materially false and misleading statements in violation of §10(b) of Exchange Act, Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Specifically, Class Representative alleged that Defendants misled investors by failing to disclose that Luna’s financial statements from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue, would require restatement, and were supported by ineffective disclosure controls and procedures. Class Representative alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 25, 2024.

During the course of the Litigation, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, the Mediator issued a mediator’s recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation.

At the Fairness Hearing, Class Counsel will request that the Court award aggregate attorneys’ fees according to the terms of the retainer agreement between the Class Representative and Class Counsel. These attorney’s fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. Class members are not personally liable for any such fees or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for

² All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Amended Stipulation and Agreement of Global Settlement dated May 5, 2025 (the “Stipulation”), which is at www.LunaInnovationsSecuritiesLitigation.com.

For Questions, Please Call 1-888-851-6078.

Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for its time and expenses incurred in representing the Class.

To obtain the Notice or a copy of the Proof of Claim and Release form ("Proof of Claim and Release"), visit the settlement website at www.LunaInnovationsSecuritiesLitigation.com, send email to Info@LunaInnovationsSecuritiesLitigation.com or write to Luna Innovations Securities Litigation, P.O. Box 2876, Portland, OR 97208-2876.

To get a payment from the Net Settlement Fund you must submit a Proof of Claim and Release by mail ***postmarked no later than January 16, 2026***, or electronically ***no later than January 16, 2026***, establishing that you are entitled to recovery. Failure to submit your Proof of Claim and Release by January 16, 2026, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim and Release.

EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is ***received or filed, not simply postmarked, on or before January 27, 2026***.

To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is ***received or filed, not simply postmarked, on or before January 27, 2026***. If you object but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim and Release.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Class Counsel at the following address:

Class Counsel

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

For Questions, Please Call 1-888-851-6078.

EXHIBIT C

CONFIRMATION OF PUBLICATION

IN THE MATTER OF: *Luna Innovations Incorporated Securities Litigation*

I, Kathleen Komraus, hereby certify that

(a) I am the Media & Design Manager at Epiq Class Action & Claims Solutions, a noticing administrator, and;

(b) The Notice of which the annexed is a copy was published in the following publications on the following dates:

10.27.2025 – Investor’s Business Weekly

10.27.2025 – PR Newswire

X *Kathleen Komraus*

(Signature)

Media & Design Manager

(Title)

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA In re LUNA INNOVATIONS INCORPORATED SECURITIES LITIGATION	Master File No. 2:24-cv-02630-CBM-KSx Judge: Hon. Consuelo Marshall	UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA <table> <tr> <td>MICHAEL J. BUTALA, Individually and on Behalf of All Others Similarly Situated, Plaintiff,</td><td>Case No. 2:21-cv-09016-FLA (SSCX)</td></tr> <tr> <td>vs.</td><td>Consolidated with Case No.</td></tr> <tr> <td>OWLET, INC. f/k/a SANDBRIDGE ACQUISITION CORPORATION, et al., Defendants.</td><td>2:21-cv-09293-FLA (JEMx) CLASS ACTION</td></tr> </table>	MICHAEL J. BUTALA, Individually and on Behalf of All Others Similarly Situated, Plaintiff,	Case No. 2:21-cv-09016-FLA (SSCX)	vs.	Consolidated with Case No.	OWLET, INC. f/k/a SANDBRIDGE ACQUISITION CORPORATION, et al., Defendants.	2:21-cv-09293-FLA (JEMx) CLASS ACTION
MICHAEL J. BUTALA, Individually and on Behalf of All Others Similarly Situated, Plaintiff,	Case No. 2:21-cv-09016-FLA (SSCX)							
vs.	Consolidated with Case No.							
OWLET, INC. f/k/a SANDBRIDGE ACQUISITION CORPORATION, et al., Defendants.	2:21-cv-09293-FLA (JEMx) CLASS ACTION							
SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION IF YOU PURCHASED OR ACQUIRED LUNA INNOVATIONS, INC. (“LUNA”) SECURITIES FROM MAY 16, 2022 THROUGH APRIL 19, 2024, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT (THE “ACTION”).¹ PLEASE READ CAREFULLY. YOU ARE HEREBY NOTIFIED that a hearing will be held on February 17, 2026 at 10:00 a.m., before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the “Court”), First Street U.S. Courthouse, 350 W. 1st Street, Suite #311, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the “Settlement Amount”) should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP (“Class Counsel”), for attorneys’ fees and expenses and for an award to the Court-appointed Lead Plaintiff and Class Representative George Lang (“Class Representative”) should be approved; and (4) whether the proposed Judgment should be entered. 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During the course of the litigation, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, the Mediator issued a mediator’s recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation. At the Fairness Hearing, Class Counsel will request that the Court award aggregate attorneys’ fees according to the terms of the retainer agreement between the Class Representative and Class Counsel. These attorney’s fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for its time and expenses incurred in representing the Class. To obtain the Notice or a copy of the Proof of Claim and Release form (“Proof of Claim and Release”), visit the settlement website at www.LunaInnovationsSecuritiesLitigation.com, send email to Info@LunaInnovationsSecuritiesLitigation.com or write to Luna Innovations Securities Litigation, P.O. Box 2876, Portland, OR 97208-2876. To get a payment from the Net Settlement Fund you must submit a Proof of Claim and Release by mail postmarked no later than January 16, 2026, or electronically no later than January 16, 2026, establishing that you are entitled to recovery. Failure to submit your Proof of Claim and Release by November 17, 2025, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim and Release. EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is received or filed, not simply postmarked, on or before January 27, 2026. To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys’ fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is received or filed, not simply postmarked, on or before January 27, 2026. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim and Release. PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE. If you have any questions about the settlement, you may contact Class Counsel at the following address: <u>Class Counsel</u> Lucas E. Gilmore HAGENS BERMAN SOBOL SHAPIRO LLP 715 Hearst Avenue, Suite 300 Berkeley, CA 94710 Telephone: (510) 725-3000 Facsimile: (510) 725-3001 lucasg@hbsslaw.com DATED: October 10, 2025 BY ORDER OF THE COURT UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA ¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Amended Stipulation and Agreement of Global Settlement dated May 5, 2025 (the “Stipulation”), which is at SUMMARY NOTICE OF (I) PENDING OF CLASS ACTION AND PROPOSED SETTLEMENTS; (II) SETTLEMENT HEARING; AND (III) MOTIONS FOR ATTORNEYS’ FEES AND LITIGATION EXPENSES TO: Section 10(b) Settlement Class: All persons and entities who purchased or otherwise acquired securities of Owlet, Inc. (i.e., common stock and/or warrants) between March 31, 2021 and October 4, 2021, both dates inclusive, and who were damaged thereby. Section 14(a) Settlement Class: All persons and entities that held Sandbridge Acquisition Corporation (“Sandbridge”) common stock as of June 1, 2021 and were eligible to vote at Sandbridge’s special meeting on July 14, 2021. Together, the Section 10(b) Settlement Class and the Section 14(a) Settlement Class are referred to herein as the “Settlement Classes.” PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY A PENDING CLASS ACTION LAWSUIT. YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and Orders of the United States District Court for the Central District of California that the above-captioned action (“Action”) has been provisionally certified as a class action for the purposes of settlement, except for certain persons and entities who are excluded from the Settlement Classes by definition as set forth in the Stipulation and Agreement of Settlement for the Section 10(b) Class dated January 31, 2025 (“10(b) Class Stipulation”) and the Stipulation of Settlement for the Section 14(a) Class dated January 31, 2025 (“14(a) Class Stipulation”) and the detailed notices for each settlement (“Notices”). The 10(b) Class Stipulation, the 14(a) Class Stipulation, and the Notices can be viewed on the website www.strategicclaims.net/owlet. YOU ARE ALSO NOTIFIED that the parties to the Action have reached proposed settlements (“Settlements”) in the amounts of \$3.5 million in cash for the Section 10(b) Settlement Class (“10(b) Class Settlement”) and \$1.75 million in cash for the Section 14(a) Settlement Class (“14(a) Class Settlement”). If approved, the Settlements will resolve all claims in the Action. A hearing will be held in the Action on February 6, 2026 at 1:30 p.m. before the Honorable Fernando L. Aenlle-Rocha, United States District Court Judge for the Central District of California, either in person at the Aenlle-Rocha Courthouse, 350 W. 1st Street, Los Angeles, California 90012 (“Court”), in Courtroom 6B, 6th Floor, or by telephone or videoconference (at the discretion of the Court), to determine whether: (i) for purposes of settlement, the Action should be certified as a class action on behalf of the Settlement Classes, Lead Plaintiff Dr. Thomas E. Twito and Lead Counsel Kessler Topaz Meltzer & Check, LLP should be appointed as class representative and class counsel, respectively, for the 10(b) Settlement Class, and Lead Plaintiff Drew Conant and Plaintiff Eric Lee, and Lead Counsel Pomerantz LLP should be appointed as class representatives and class counsel, respectively, for the 14(a) Settlement Class; (ii) the Settlements should be approved as fair, reasonable, and adequate; (iii) the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the 10(b) Class Stipulation and the 14(a) Class Stipulation (and in the Notices described below) should be entered; (iv) the proposed Plans of Allocation for the net proceeds of the Settlements should be approved as fair and reasonable; and (v) counsels’ applications for awards of attorneys’ fees and expenses and compensatory awards to Plaintiffs, should be approved. Any updates regarding the hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the website for the Settlements, www.strategicclaims.net/owlet. If you are a member of one or both Settlement Classes, your rights will be affected by the pending Action and the Settlements, and you may be entitled to share in the settlement proceeds. This notice provides only a summary of the information contained in the detailed Notice for each Settlement. You may obtain copies of both Notices, along with the Claim Form, on the website for the Settlements, www.strategicclaims.net/owlet. You may also obtain copies of the detailed Notices and Claim Form by contacting the Claims Administrator at Owlet.Securities.Litigation.Settlements.c/o.Strategic.Claims.Services.P.O.Box.230.600.N.Jackson.Street.Suite.205.Media.PA.19063.1-866-274-4004;info@strategicclaims.net. If you are a member of one or both Settlement Classes, in order to be eligible to receive a payment under the proposed Settlements, you must submit a Claim Form postmarked (if mailed), or online at www.strategicclaims.net/owlet, no later than December 12, 2025 for the 14(a) Class Settlement or no later than January 17, 2026 for the 10(b) Class Settlement, in accordance with the instructions set forth in the Claim Form. If you submit a Claim Form, your eligibility to receive payment will be assessed in connection with both Settlements. If you are a member of one or both Settlement Classes and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlements, but you will nevertheless be bound by any releases, judgments, or orders entered by the Court in the Action. If you are a member of the 10(b) Settlement Class, the 14(a) Settlement Class, or both Settlement Classes and wish to exclude yourself from one or both Settlement Classes, you must submit a request for exclusion such that it is received no later than January 16, 2026, in accordance with the instructions set forth in the detailed Notices. If you properly exclude yourself from one or both Settlement Classes, you will not be bound by any releases, judgments, or orders entered by the Court in the Action, and you will not be eligible to share in the net proceeds of the Settlements. Excluding yourself is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other released parties concerning the claims being resolved by the Settlements. Any objections to the proposed Settlements, the proposed Plans of Allocation (as contained in the Notices), and/or counsels’ motions for attorneys’ fees and expenses, must be filed with the Court and delivered to the respective counsel at the addresses and in the forms specified in the detailed Notices such that they are received no later than January 16, 2026, in accordance with the instructions set forth in the detailed Notices. PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE. All questions about this notice, the Settlements, or your eligibility to participate in the Settlements should be directed to the counsel set forth below or the Claims Administrator. Requests for the detailed Notices and Claim Form should be made to the Claims Administrator: Owlet Securities Litigation Settlements c/o Strategic Claims Services P.O. Box 230 600 N. Jackson Street, Suite 205, Media, PA 19063 1-866-274-4004 info@strategicclaims.net www.strategicclaims.net/owlet Inquiries, other than requests for the detailed Notices and Claim Form, may be made to counsel as follows: <table> <tr> <td> Inquiries for the 10(b) Class Settlement should be directed to: Jennifer L. Joost, Esq. Kessler Topaz Meltzer & Check, LLP One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000 info@ktmc.com </td><td> Inquiries for the 14(a) Class Settlement should be directed to: Jeremy A. Lieberman, Esq. Tamar A. Weinrib, Esq. Pomerantz LLP 600 Third Avenue, 20th Floor New York, NY 10016 1-212-661-1100 jalieberman@pomlaw.com, taweinrib@pomlaw.com </td></tr> </table> DATED: OCTOBER 27, 2025 BY ORDERS OF THE COURT			Inquiries for the 10(b) Class Settlement should be directed to: Jennifer L. Joost, Esq. Kessler Topaz Meltzer & Check, LLP One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000 info@ktmc.com	Inquiries for the 14(a) Class Settlement should be directed to: Jeremy A. Lieberman, Esq. Tamar A. Weinrib, Esq. Pomerantz LLP 600 Third Avenue, 20th Floor New York, NY 10016 1-212-661-1100 jalieberman@pomlaw.com, taweinrib@pomlaw.com				
Inquiries for the 10(b) Class Settlement should be directed to: Jennifer L. Joost, Esq. Kessler Topaz Meltzer & Check, LLP One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000 info@ktmc.com	Inquiries for the 14(a) Class Settlement should be directed to: Jeremy A. Lieberman, Esq. Tamar A. Weinrib, Esq. Pomerantz LLP 600 Third Avenue, 20th Floor New York, NY 10016 1-212-661-1100 jalieberman@pomlaw.com, taweinrib@pomlaw.com							

DATED: | Master File No. 202

Judge: Hon. Consuelo Marshall

Judge: Hon. Consuelo Marshall

YOU ARE HEREBY NOTIFIED that a hearing will be or any other expenses (estimated not to exceed \$150,000 for

or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for its time and expenses incurred in representing the Class.

To obtain the Notice or a copy of the Proof of Claim and Release form (“Proof of Claim and Release”), visit the settlement website at www.LunaInnovationsSecuritiesLitigation.com, send email to Info@LunaInnovationsSecuritiesLitigation.com or write to Luna Innovations Securities Litigation, P.O. Box 2876, Portland, OR 97208-2876.

To get a payment from the Net Settlement Fund you must submit a Proof of Claim and Release by mail **postmarked no later than January 16, 2026**, or electronically **no later than January 16, 2026**, establishing that you are entitled to recovery. Failure to submit your Proof of Claim and Release by November 17, 2025, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim and Release.

EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is ***received or filed***.

To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is ***received or filed, not simply postmarked, on or before January 27, 2026***. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim and Release.

**PLEASE DO NOT CONTACT THE COURT OR THE
CLERK'S OFFICE REGARDING THIS NOTICE.**

If you have any questions about the settlement, you may contact Class Counsel at the following address:

Class Counsel
Lucas F. Gilmore

HAGENS BERMAN SOBOLO SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

DATED: October 10, 2025

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Amended Stipulation and Agreement of Global Settlement dated May 5, 2025 (the “Stipulation”), which is at

MICHAEL J. BUTALA, Individually and on Behalf of All Others Similarly Situated, Plaintiff,		Case No. 2:21-cv-09016-FLA (SSCv)
vs.		Consolidated with Case No
OWLET, INC. f/k/a SANDBRIDGE ACQUISITION CORPORATION, et al., Defendants.		2:21-cv-09293-FLA (JEMv) <u>CLASS ACTION</u>

10: Section 10(b) Settlement Class: All persons and entities who purchased or otherwise acquired securities of Owllet, Inc. (i.e., common stock and/or warrants) between March 31, 2021 and October

Section 14(a) Settlement Class: All persons and entities that held Sandbridge Acquisition Corporation ("Sandbridge") common stock as of June 1, 2021 and were eligible to vote at Sandbridge's special meeting on July 14, 2021.

Together, the Section 10(b) Settlement Class and the Section 14(a) Settlement Class are referred herein as the "Settlement Classes."

PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY A PENDING CLASS ACTION LAWSUIT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and Orders of the

United States District Court for the Central District of California that the above-captioned action ("Action") has been provisionally certified as a class action for the purposes of settlement, except for certain persons and entities who are excluded from the Settlement Classes by definition as set forth in the Stipulation and Agreement of Settlement for the Section 10(b) Class dated January 31, 2025 ("10(b) Class Stipulation") and the Stipulation of Settlement for the Section 14(a) Class dated January 31, 2025 ("14(a) Class Stipulation") and the detailed notices for each settlement ("Notices"). The 10(b) Class Stipulation, the 14(a) Class Stipulation, and the Notices can be viewed on the website www.strategicclaims.net/owlet.

YOU ARE ALSO NOTIFIED that the parties to the Action have reached proposed settlements ("Settlements") in the amounts of \$3.5 million in cash for the Section 10(b) Settlement Class ("10(b) Class Settlement") and \$1.75 million in cash for the Section 14(a) Settlement Class ("14(a) Class Settlement"). If approved, the Settlements will resolve all claims in the Action.

A hearing will be held in the Action on **February 6, 2026 at 1:30 p.m.** before the Honorable Fernando

Amelia-Rocha, United States District Court Judge for the Central District of California, either in person at the First Street Courthouse, 330 W. 1st Street, Los Angeles, California 90012 ("Court"), in Courtroom 8B, or by telephone or videoconference (at the discretion of the Court), to determine whether: (i) for purposes of the Settlement, the Action should be certified as a class action on behalf of the Settlement Classes; Lead Plaintiff Dr. Thomas E. Twito and Lead Counsel, Twito & Twito LLP ("Twito & Twito"), should be appointed as class representative and class counsel, respectively, for the (1)(b) Settlement Class, and Lead Plaintiff Drew Conner and Plaintiff Eric Lee, and Lead Counsel Pennant LLP should be appointed as class representative and class counsel, respectively, for the (1)(a) Settlement Class. The Settlement should be approved as a class settlement.

reasonable, and adequate; (iii) the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the 10(b) Class Stipulation and the 14(a) Class Stipulation (and of the Notices described below) should be entered; (iv) the proposed Plans of Allocation for the net proceeds of the Settlements should be approved as fair and reasonable; and (v) counsel's applications for awards of attorney's fees and expenses and compensatory awards to Plaintiffs, should be approved. Any updates regarding this hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the website for the Settlements, www.strategicclaims.net/omega.

If you are a member of one or both Settlement Classes, your rights will be affected by the pending Action and the Settlements, and you may be entitled to share in the settlement proceeds. This notice provides you a summary of the information contained in the detailed Notice for each Settlement. You may obtain copies of both Notices, along with the Claim Form, on the website for the Settlements, www.strategicclaims.net/owl. You may also obtain copies of the detailed Notices and Claim Form by contacting the Claims Administrator at Owl Securities Litigation Settlements, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063; 1-866-274-4404; info@strategicclaims.net.

If you are a member of one or both Settlement Classes, in order to be eligible to receive a payment under the proposed Settlements, you must submit a Claim Form **postmarked (if mailed), or online at www.strategicclaims.net/owlet, no later than December 12, 2025** for the 14(a) Class Settlement or **no later than January 17, 2026** for the 10(b) Class Settlement, in accordance with the instructions set forth in the Claim Form. If you submit a Claim Form, your eligibility to receive payment will be assessed in connection with both Settlements. If you are a member of one or both Settlement Classes and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlements, but you will nevertheless be bound by any releases, judgments, or orders entered by the Court in the Action.

If you are a member of the 10(b) Settlement Class, the 14(a) Settlement Class, or both Settlement Classes, and wish to exclude yourself from one or both Settlement Classes, you must submit a request for exclusion to the Court such that it is **received no later than January 16, 2026**, in accordance with the instructions set forth in the detailed Notices. If you properly exclude yourself from one or both Settlement Classes, you will not be bound by any releases, judgments, or orders entered by the Court in the Action, and you will not be eligible to share in the net proceeds of the Settlements. Excluding yourself is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other released parties concerning the claims being asserted.

resolved by the Settlements.

Any objections to the proposed Settlements, the proposed Plans of Allocation (as contained in the Notices and/or counsel's motions for attorneys' fees and expenses, must be filed with the Court and delivered to the respective counsel at the addresses and in the forms specified in the detailed Notices such that they are **received no later than January 16, 2025**, in accordance with the instructions set forth in the detailed Notices.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE. All questions about this notice, the Settlements, or your eligibility to participate in the Settlements should be directed to the counsel set forth below or the Claims Administrator,

Requests for the detailed Notices and Claim Form should be made to the Claims Administrator:
Owllet Securities Litigation Settlements
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson Street, Suite 205, Media, PA 19063
 1-866-274-4004
 info@strategicclaims.net

www.strategicclaims.net/owlet

Inquiries, other than requests for the detailed Notices and Claim Form, may be made to counsel as follows:

Inquiries for the 10(b) Class Settlement should be directed to:	Inquiries for the 14(a) Class Settlement should be directed to:
Jennifer L. Joost, Esq. Kessler Topaz Meltzer & Handler LLP	Jeremy A. Lieberman, Esq. Tamar A. Weinrib, Esq. Barnes & Thornburg LLP

One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000 info@ktmc.com	600 Third Avenue, 20th Floor New York, NY 10016 1-212-661-1100 jalieberman@pomlaw.com, taweinrib@pomlaw.com
DATED: OCTOBER 27, 2025	BY ORDERS OF THE COURT

Hagens Berman Sobol Shapiro LLP Announces Proposed Settlement of Class Action Involving Purchasers of Luna Innovations, Inc. Securities

NEWS PROVIDED BY

Hagens Berman Sobol Shapiro LLP →

Oct 27, 2025, 08:00 ET

LOS ANGELES, Oct. 27, 2025 /PRNewswire/ --

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

Master File No. 2:24-cv-02630-CBM-KSx

Judge: Hon. Consuelo Marshall

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED OR ACQUIRED LUNA INNOVATIONS, INC. ("LUNA") SECURITIES FROM MAY 16, 2022 THROUGH APRIL 19, 2024, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT (THE "ACTION").¹ PLEASE READ CAREFULLY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on **February 17, 2026 at 10:00 a.m.**, before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California (the "Court"), First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012 for the purpose of determining: (1) whether the proposed settlement in the Stipulation and Agreement of Settlement, dated May 5, 2025, of the Action for \$7,300,000 in cash (the "Settlement Amount") should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (3) whether the application by Lead Counsel and Class Counsel, Hagens Berman Sobol Shapiro LLP ("Class Counsel"), for attorneys' fees and expenses and for an award to the Court-appointed Lead Plaintiff and Class Representative George Lang ("Class Representative") should be approved; and (4) whether the proposed Judgment should be entered.

The Action has been preliminarily certified as a class action for settlement purposes on behalf of all investors (individuals and entities) who purchased or acquired Luna securities from May 16, 2022 through April 19, 2024, inclusive, and who were damaged thereby ("Class Members"). The Action asserts claims against Luna and certain individual defendants under the Securities Exchange Act of 1934 ("Exchange Act"). A detailed description of the Action, including the parties, the claims and defenses, and other important information about your rights and options are in the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice").

Class Representative alleged that during the period between May 16, 2022, and April 19, 2024, the Defendants made materially false and misleading statements in violation of §10(b) of Exchange Act, Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Specifically, Class Representative alleged that Defendants misled investors by failing to disclose that Luna's financial statements from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue, would require restatement, and were supported by ineffective disclosure controls and procedures. Class Representative alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 25, 2024.

During the course of the Litigation, the parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, the Mediator issued a mediator's recommendation that the Action

Case 2:24-cv-02630-CBM-KS Document 112-3 Filed 01/13/26 Page 19 of 39 Page ID #:2036
be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of the Stipulation.

At the Fairness Hearing, Class Counsel will request that the Court award aggregate attorneys' fees according to the terms of the retainer agreement between the Class Representative and Class Counsel. These attorney's fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. Class members are not personally liable for any such fees or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for its time and expenses incurred in representing the Class.

To obtain the Notice or a copy of the Proof of Claim and Release form ("Proof of Claim and Release"), visit the settlement website at www.LunaInnovationsSecuritiesLitigation.com, send email to Info@LunaInnovationsSecuritiesLitigation.com or write to Luna Innovations Securities Litigation, P.O. Box 2876, Portland, OR 97208-2876.

To get a payment from the Net Settlement Fund you must submit a Proof of Claim and Release by mail ***postmarked no later than January 16, 2026***, or electronically ***no later than January 16, 2026***, establishing that you are entitled to recovery. Failure to submit your Proof of Claim and Release by November 17, 2025, will subject your claim to possible rejection and may preclude you from receiving any payment from the settlement. If you are a Class Member, you will be bound by the settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim and Release.

EXCLUSION FROM THE CLASS - 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 in accordance with all the instructions set forth in the Notice that is ***received or filed, not simply postmarked, on or before January 27, 2026***.

Case 2:24-cv-02630-CBM-KS Document 112-3 Filed 01/13/26 Page 20 of 39 Page ID #:2037
To object to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, you must submit a written objection in accordance with all the instructions set forth in the Notice that is **received or filed, not simply postmarked, on or before January 27, 2026**. If you object, but also want to be eligible for a payment from the settlement, you must still submit a timely Proof of Claim and Release.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Class Counsel at the following address:

Class Counsel

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

DATED: October 10, 2025

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Amended Stipulation and Agreement of Global Settlement dated May 5, 2025 (the "Stipulation"), which is at **www.LunaInnovationsSecuritiesLitigation.com**.

EXHIBIT D

Lucas E. Gilmore, Bar No. 250893
Reed Kathrein, Bar No. 139304
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
Email: lucasg@hbsslaw.com
reed@hbsslaw.com

Attorneys for Lead Plaintiff George Lang

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re LUNA INNOVATIONS
INCORPORATED SECURITIES
LITIGATION

This Document Relates To:

ALL ACTIONS

Master File No. 2:24-cv-02630-CBM-KS

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

Judge: Hon. Consuelo Marshall

TO: All persons and entities who purchased or otherwise acquired Luna Innovations, Inc. securities during the period of May 16, 2022, through April 19, 2024, inclusive and were damaged thereby (the “Settlement Class” or “Class”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT.

IF YOU ARE A CLASS MEMBER, YOU MUST SUBMIT A CLAIM FORM TO OBTAIN YOUR SHARE OF THE SETTLEMENT. IF YOU DO NOT SUBMIT A CLAIM, YOU WILL NOT HAVE ANY RIGHT TO COMPENSATION.

This Notice concerns a lawsuit that a federal court has preliminarily certified as a class action for settlement purposes on behalf of investors (individuals and entities) who purchased or otherwise acquired Luna Innovations, Inc. securities during the period of May 16, 2022, through April 19, 2024, inclusive (the “Class Period”).¹ The lawsuit is referred to as *In re Luna Innovations Incorporated Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS (the “Action”) and is pending before the Honorable Consuelo B. Marshall in the United States District Court for the Central District of California (the “Court”).

This Notice is to inform you that the Court-appointed Lead Plaintiff and Class Representative, George Lang (“Class Representative”), has reached a settlement on behalf of the Class in the amount of \$7,300,000 in cash with Defendants Luna Innovations Inc., Scott A. Graeff, Eugene J. Nistro, and George Gomez-Quintero (collectively, “Defendants”). The Settlement releases all claims for damages by Class Members provided for under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”) which relate to the purchase or other acquisition of Luna securities during the Class Period.

Overview of the Action and Settlement:

Class Representative alleged that during the Class Period, Defendants made materially false and misleading statements in violation of § 10(b) of the Exchange Act, Rule 10b-5 promulgated thereunder, and § 20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Specifically, Class Representative alleged that Defendants misled investors by failing to disclose that Luna’s financial statements from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue, would require restatement, and were supported by ineffective disclosure controls and procedures. As a result, the company’s public statements about its business and prospects were materially false or lacked a reasonable basis. Class Representative alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 25, 2024. Defendants deny Class Representative’s allegations.

The parties engaged a third-party mediator, Jed D. Melnick, Esq., of JAMS. After the submission of comprehensive mediation statements and other materials, the parties participated in a mediation via videoconference with Mr. Melnick on April 14, 2025. After negotiation throughout the mediation process, the Mediator issued a mediator’s recommendation that the Action be settled for \$7,300,000, which the Parties conditionally accepted. The Parties thereafter negotiated and executed a confidential term sheet to settle the Action, which memorialized the key terms of this Stipulation.

Overview of the Recovery: Class Representative has agreed to settle all claims and grant the Released Defendant Persons a full and complete release of all Released Claims in exchange for a cash payment of \$7,300,000 (the “Settlement Amount”). The Settlement Amount plus any interest earned thereon is called the “Settlement Fund.” The “Net Settlement Fund” (the Settlement Fund less any attorneys’ fees (estimated not to exceed 30% or \$2,190,000) and expenses (estimated not to exceed \$150,000) provided for herein or approved by the Court and less Notice and Administration Expenses (estimated to be no more than \$300,000), Taxes and Tax Expenses, and other Court-approved deductions) will be distributed pursuant to the plan of allocation that is approved by the Court (the “Plan of Allocation”), which determines how the Net Settlement Fund will be allocated among Class Members who become eligible to participate in the distribution of the Net Settlement Fund by submitting a timely and valid Proof of Claim and Release form (“Proof of Claim” or “Claim Form”). The proposed Plan of Allocation is described at page 12 below.

Based on the analysis performed by Class Representative and its damages experts, the estimated average recovery per share for a Class Member from the Settlement Fund (before the deduction of any Court-approved fees, expenses and costs as described herein) would be approximately \$0.54 per share. This amount assumes all eligible Class Members submit valid and timely Proofs of Claim. If fewer than all Class Members submit timely and valid Proofs of Claim (which is likely), the distributions per share will be higher. A Class Member’s actual recovery will be a proportion of

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Amended Stipulation and Agreement of Global Settlement dated May 5, 2025 (the “Stipulation”), which is available at www.LunaInnovationsSecuritiesLitigation.com.

the Net Settlement Fund determined by a Class Member’s number of eligible shares as compared to the total eligible shares of all Class Members who submit timely and valid Proofs of Claim. (See the Plan of Allocation beginning on page 12 below for details and more information.)

Class Counsel Hagens Berman Sobol Shapiro LLP (“Class Counsel”) intends to seek attorneys’ fees according to the terms of the retainer agreement between Class Representative and Class Counsel. These attorneys’ fees are not to exceed 30% or \$2,190,000 of the Settlement Amount. Such requested attorneys’ fees and the expenses described above would amount to an average of approximately \$0.20 per share. Please note that these amounts are only estimates and are subject to approval by the Court. In addition, Class Representative may seek payment not to exceed \$3,500 for his time and expenses incurred in representing the Class.

The parties disagree on both liability and damages and do not agree on the average amount of damages per share of Luna securities that would be recoverable if the Class Representative were to prevail in the Action, and the Defendants deny liability, fault, or wrongdoing. The Class Representative’s expert performed a damages analysis and estimates the aggregate damages recoverable after trial to be within the range of approximately \$35.3-58.1 million, although that amount could be substantially lower or zero if certain arguments by the Defendants were accepted by the Court or a jury. Class Representative believes that the proposed settlement represents a fair and reasonable recovery in light of the risks of continued litigation and is in the best interests of the Class Members.

Identification of Attorneys: The Class Representative and all other Class Members are represented by counsel identified in the answer to Question 17 below.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE BY JANUARY 16, 2026	This is the only way to be eligible to get a payment from the settlement. If you wish to participate in the settlement, you will need to complete and submit the enclosed Proof of Claim. Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the settlement but will not participate in any distribution of the Net Settlement Fund.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED OR FILED NO LATER THAN JANUARY 27, 2026	If you believe the settlement is objectionable in any respect, you may write to the Court about why you oppose the settlement, the Plan of Allocation, the requests for attorneys’ fees, costs, and expenses, and/or the requests for awards to class representatives. You will still be a Class Member.
ATTEND THE SETTLEMENT HEARING ON FEBRUARY 17, 2026, AT 10:00 AM, AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO CLASS COUNSEL SO THAT IT IS RECEIVED NO LATER THAN JANUARY 27, 2026	The hearing on whether to approve the settlement is scheduled for February 17, 2026, at 10:00 AM (the “Settlement Hearing”), and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the settlement or in support of any objection you may have submitted, and have submitted to Class Counsel a Notice of Intention to Appear so that it is received no later than January 27, 2026. The Court may postpone the Settlement Hearing without prior notice on the date scheduled for the hearing.
DO NOTHING	If you are a Class Member and do not submit a Proof of Claim postmarked or submitted online by January 16, 2026, you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the settlement, unless you have previously requested exclusion from the Class.

These rights and options are explained in further detail later in this Notice.

Further Information

For further information regarding this settlement, you may contact the Settlement Administrator at Luna Innovations Securities Litigation, c/o Epiq Systems, Inc., PO Box 2876, Portland, OR 97208-2876, Toll-Free 1-888-851-6078. You may also visit the website for the case: www.LunaInnovationsSecuritiesLitigation.com (the “Settlement Website”).

ID #: 2042
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BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because the parties are seeking approval of a proposed settlement on behalf of Class Members, and you have been identified as a potential Class Member either from the transfer agent's record of ownership of Luna Innovations, Inc. securities or by your broker or custodian if you purchased or acquired Luna Innovations, Inc. securities in "street name."

The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed settlement of the Action, and about all of their options, before the Court decides whether to approve the settlement.

This Notice explains the Action, the settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Action about?

The Action was brought by the Court-appointed Lead Plaintiff and Class Representative George Lang. Class Representative is represented by the Court-appointed Lead Counsel Hagens Berman Sobol Shapiro LLP. Class Representative asserted claims under Sections 10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder against Defendants Luna Innovations Inc., Scott A. Graeff, Eugene J. Nestro, and George Gomez-Quintero.

The operative complaint in the Action was filed on October 11, 2024.

Class Representative alleged that during the Class Period, Defendants made materially false and misleading statements in violation of § 10(b) of the Exchange Act, Rule 10b-5 promulgated thereunder, and § 20(a) of the Exchange Act, which caused the price of Luna securities to trade at artificially inflated prices. Specifically, Class Representative alleged that Defendants misled investors by failing to disclose that Luna's financial statements from May 16, 2022 to November 14, 2023 improperly recognized unearned revenue, would require restatement, and were supported by ineffective disclosure controls and procedures. As a result, the company's public statements about its business and prospects were materially false or lacked a reasonable basis. Class Representative alleged that persons who purchased Luna securities during the Class Period suffered economic losses when the price of Luna securities declined as a result of a series of corrective disclosures between March 12, 2024, and April 25, 2024. Defendants deny Class Representative's allegations and deny any liability whatsoever to any member of the Class.

This Notice is NOT an expression of the Court's opinion on the merits of any of the claims in the Action or whether the Defendants engaged in any wrongdoing.

To learn more about what has happened in the Action to date, including a detailed history, please see the Stipulation and other relevant pleadings which are available at www.LunaInnovationsSecuritiesLitigation.com (the "Settlement Website"). Instructions on how to get more information are also included in Question 24 below.

3. Why is this a class action?

In a class action, one or more persons or entities sue on behalf of people and entities who have similar claims. Together, these people and entities are referred to as a Class, and each is a Class Member. One court resolves the issues for all Class Members at the same time, except for those Class Members who exclude themselves from the Class (the process for which is described more fully in Question 13 below).

4. Why is there a settlement?

The Class Representative made claims against the Defendants on behalf of Class Members. The Defendants deny that they have done anything wrong or violated any statute and admit no liability. No court has decided in favor of the Defendants or the Class. Instead, all parties agreed to the settlement to avoid the costs and risks of further litigation, including trial and post-trial appeals, and the Class Representative agreed to the settlement to ensure that Class Members will receive compensation. The Class Representative and Class Counsel all believe the settlement is in the best interest of all Class Members in light of the real possibility that continued litigation could result in no recovery at all.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to ascertain if you are a Class Member.

5. How do I know if I am part of the settlement?

The Court directed that everyone who fits these descriptions is a Class Member: all Persons who purchased or otherwise acquired Luna securities between May 16, 2022, and April 19, 2024, inclusive (the “Class Period”), and were damaged thereby, except those Persons and entities that are excluded, as described below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN YOU ARE A CLASS MEMBER OR ENTITLED TO RECEIVE A PAYMENT FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO GET A PAYMENT FROM THE SETTLEMENT, YOU MUST SUBMIT THE CLAIM FORM INCLUDED WITH THIS NOTICE SO THAT IT IS POSTMARKED OR SUBMITTED ONLINE BY JANUARY 16, 2026.

6. Are there exceptions to being included?

Excluded from the Settlement Class are: (i) the Defendants; (ii) members of the immediate family of defendants Scott Graeff, Eugene Nestro, and George Gomez-Quintero; (iii) any person who is or was an officer or director of Luna; (iv) any firm or entity in which Defendants have or had a majority ownership interest; (v) Luna’s liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of Luna; (vii) all Luna plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded are any Persons or entities who properly exclude themselves by filing a valid and timely request for exclusion in accordance with the requirements set by the Court.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the settlement, you can ask for free help. You can contact the Claims Administrator toll-free at 1-888-851-6078 , or you can fill out and return the Proof of Claim enclosed with this Notice, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

A settlement has been reached to resolve this Action, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.LunaInnovationsSecuritiesLitigation.com, for a full statement of its provisions.

The Settlement Fund consists of \$7,300,000.00 in cash, plus any interest earned thereon.

The Settlement Fund will be used to pay expenses for the Action, to pay for this Notice and the processing of claims submitted by Class Members, to pay Taxes and Tax Expenses, and to pay attorneys’ fees and any awards to Class Representative.

The balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed, in accordance with the Plan of Allocation described below, to Class Members who submit valid and timely Proofs of Claim.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

9. How much will my payment be?

Your share of the fund will depend on several things, including how many Class Members submit a timely and valid Proof of Claim, the total dollar amount of the claims represented by the valid Proofs of Claim that Class Members send in, the number of Luna shares you purchased or acquired, how much you paid for the shares, when you purchased or acquired them, and if you sold your shares and for how much.

By following the instructions in the Plan of Allocation, you can calculate your claim. It is unlikely that you will get a payment for the full amount of your claim. After all Class Members have sent in their Proofs of Claim, the payment you get will be a part of the Net Settlement Fund equal to your claim divided by the total of all valid claimants' claims. (See the Plan of Allocation below on pages 12-18 for more information on your claim.)

10. How can I receive a payment?

You may submit a Proof of Claim as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court; and you will be bound by the Judgment and release to be entered by the Court as described below.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM. A Proof of Claim is enclosed with this Notice, or it may be downloaded at www.LunaInnovationsSecuritiesLitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or electronically submitted no later than January 16, 2026**. The Claim Form may be submitted online at www.LunaInnovationsSecuritiesLitigation.com. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

11. When would I receive my payment?

The Court will hold a Settlement Hearing on **February 17, 2026 at 10:00 a.m.**, to decide whether to approve the settlement. If the Court approves the settlement after that hearing, there might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up as a Class Member?

As a Class Member, you are bound by any and all determinations or judgments in the Action in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Persons, whether or not you submit a valid Proof of Claim.

13. How can Class Members seek exclusion from the Class?

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 Luna Securities Litigation – EXCLUSIONS, Luna Innovations Securities Settlement, PO Box 2876, Portland, OR, 97208-2876. The exclusion request must be received no later than **January 27, 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 *In re Luna Innovations Inc. Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS”; (c) identify and state the number of shares of Luna securities that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period (i.e., between May 16, 2022, and April 19, 2024, inclusive), 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 received within the time stated above or is otherwise accepted by the Court.

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 Defendants' Releasees.

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

14. If I exclude myself, can I get money from the proposed settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of Hagens Berman Sobol & Shapiro, LLP as Lead Counsel and Class Counsel to represent the Class in this Action, including you (assuming you are a Class Member). These lawyers are called Class Counsel.

You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

At the Settlement Hearing, Class Counsel will request that the Court award aggregate attorneys' fees according to the terms of the retainer agreement between the Class Representative and Class Counsel. These attorney's fees are estimated to be no more than 30% of the Settlement Amount, or \$2,190,000. Class members are not personally liable for any such fees or any other expenses (estimated not to exceed \$150,000 for litigation expenses, and \$300,000 for Notice and Administration Expenses). The net recovery for Class Members (also referred to as the Net Settlement Fund) is estimated to be at least \$4,660,000 (\$7,300,000 minus all of the foregoing fees and expenses). In addition, Lead Plaintiff may seek payment not to exceed \$3,500 for his time and expenses incurred in representing the Class.

To date, Class Counsel and State Class Counsel have not received any payment for their services representing Class Members, nor have they been paid any of their expenses. The fees requested by Class Counsel and State Class Counsel will compensate counsel for their efforts in achieving the settlement for the benefit of the Class and for the risks they undertook in representing the Class on a wholly contingent basis. Class Counsel and State Class Counsel believe their total attorneys' fee requests are well within the range of fees awarded to plaintiff's counsel under similar circumstances in other litigation of this type. The percentage fee award that Class Counsel will request is consistent with the fee caps that were approved by the Class Representative and shared with the Court at the outset of the Action.

17. Can I hire my own lawyer?

If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before **January 27, 2026**, and must serve copies of such appearance on the attorneys listed below by both email and hard copy mail. If you do not enter an appearance through counsel of your own choosing, you will be represented by Class Counsel listed below.

Class Counsel

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

Counsel for the defendant Luna is listed below:

Counsel for Defendant Luna Innovations, Inc.

Lisa R. Bugni
KING & SPALDING LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071
lbugni@kslaw.com

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I object to the proposed settlement?

Any Class Member who objects to any aspect of the settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses, may appear and ask to be heard at the Settlement Hearing. The Court can only approve or deny the settlement; the Court cannot change its terms. You can ask the Court to deny approval of the settlement by filing an objection.

You may object to the proposed settlement in writing. You may also appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for any legal expenses charged by that attorney. Any objection must (1) include your name, address, and telephone number; (2) clearly identify the case name and number (*In re Luna Innovations Inc. Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS (C.D. Cal.)); (3) demonstrate your membership in the Class, including the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or sales of Luna securities from May 16, 2022, through April 19, 2024, inclusive; (4) contain a statement of the reasons for objection; and (5) be submitted to the Court either by mailing to the Office of the Clerk of the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, or by filing them in person at any location of the United States District Court for the Central District of California, or electronically by ECF on the docket for this case. Copies of such objections must also be provided by email and hard copy mail to Class Counsel and Defendant's counsel listed above. Such objections, papers, and briefs must be **received or filed, not simply postmarked, on or before January 27, 2026.**

Only Class Members who have submitted written notices of objection in the manner and time provided above will be heard at the Settlement Hearing, unless the Court orders otherwise. Any Class Member who does not make their objection in the manner and time provided above shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness or adequacy of the proposed settlement, to the Plan of Allocation, or to the award of attorneys' fees and expenses, unless otherwise ordered by the Court.

THE COURT'S SETTLEMENT HEARING

19. When and where will the Court decide whether to approve the proposed settlement?

The Settlement Hearing will be held on **February 17, 2026 at 10:00 a.m.**, before the Honorable Consuelo Marshall, United States District Judge, at the United States District Court for the Central District of California, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Stipulation, consisting of \$7,300,000.00 in cash, should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed plan to distribute the Net Settlement Fund (the "Plan of Allocation") is fair, reasonable, and adequate; (3) whether the applications by Class Counsel for attorneys' fees and expenses, and Class Representative's awards should be approved; and (4) whether the proposed Judgment should be entered. **The Court may adjourn the Settlement Hearing to another time (i.e., reschedule) without further notice to the Class. Before the Settlement Hearing, Class Members who plan to attend should check the Settlement Website or the Court's PACER site (see Question 24 below) to confirm that the date of the Settlement Hearing has not been changed.**

20. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection or statement in support of the settlement, you are not required to go to Court to discuss it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

21. May I speak at the hearing?

If you object to any aspect of the settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must submit a written statement saying that it is your "Notice of Intention to Appear in *In re Luna Innovations Inc. Securities Litigation*, Case No. 2:24-cv-02630-CBM-KS." Persons who intend to object to

any aspect of the settlement and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

22. What happens if I do nothing at all?

You may do nothing at all. If you choose this option, you will not share in the proceeds of the settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Persons.

DISMISSALS AND RELEASES

23. What happens if the proposed settlement is approved?

As a Class Member, in consideration for the benefits of the settlement, you will be bound by the terms of the settlement and you will release the Released Defendant Persons from the Released Claims as defined below.

“Defendants” refers, collectively, to Defendants.

“Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgment matters, issues, claims (including Unknown Claims), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, concerning, based on, arising out of, or in connection with all claims and causes of action that Lead Plaintiff or any other member of the Settlement Class (i) asserted in the Action, or (ii) were or could have been asserted in any forum that, both (a) arise out of the facts, matters, statements, or omissions alleged in the Action and (b) relate to the purchase, acquisition, sale, disposition, or holding of Luna securities. This release does not cover, include, or release claims relating to the enforcement of this Settlement.

“Released Defendant Persons” means Defendants and all of Defendants’ past and present officers, directors, employees, insurers, subsidiaries, affiliates, successors, representatives, attorneys, underwriters, and agents.

If the proposed settlement is approved, the Court will enter a Judgment (the “Judgment”). Upon the Effective Date of the Judgment, the Class Representative and all Class Members and anyone claiming through or on behalf of any of them shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Defendant Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release, whether or not such Class Member shares in the Settlement Fund, and whether or not such Class member objects to the settlement, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal or administrative forum, asserting any and all Released Claims against any of the Released Defendant Persons, except to enforce the Stipulation.

GETTING MORE INFORMATION

24. How do I get more information about the proposed settlement?

This Notice contains only a summary of the terms of the proposed settlement and does not describe all of the details of the Stipulation. For the precise terms and conditions of the settlement, please see the Stipulation available at www.LunaInnovationsSecuritiesLitigation.com; by contacting Class Counsel at 510-725-3000; by accessing the Court docket in the Action through the Federal Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>; or by visiting the office of the Clerk at the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Class Counsel by writing to:

Hagens Berman Sobol Shapiro, LLP
ATTN: Lucas E. Gilmore
Luna Litigation
715 Hearst Avenue, Suite 300
Berkeley, CA 94710

SPECIAL NOTICE TO NOMINEES

Nominees who purchased or otherwise acquired Luna securities for the beneficial interest of other Persons between May 16, 2022, and April 19, 2024, inclusive, shall either: (i) within ten (10) calendar days of receipt of this Notice, request from the Notice Administrator sufficient copies of the Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within ten (10) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator at *Luna Innovations Securities Settlement*, PO Box 2876, Portland, OR 97208-2876.

If you choose the first option, you must send a statement to the Claims Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in the Action.**

If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owners.

Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred (but not to exceed \$0.03 per mailing, excluding postage) by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

Copies of this Notice may also be obtained from www.LunaInnovationsSecuritiesLitigation.com or by calling the Claims Administrator toll free at 1-888-851-6078.

HOW MUCH WILL MY PAYMENT BE?

1. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.
2. Pursuant to the Settlement, Luna has agreed to pay or cause to be paid \$7,300,000.00 in cash. The Settlement Amount has been deposited into an escrow account and is earning interest for the benefit of the Class. The Settlement Amount plus any interest earned thereon and accretions thereto is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to 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.
3. 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.
4. Neither the Defendants, any Released Defendant Persons, nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to return of any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. The 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.
5. 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.
6. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked or submitted online on or before **January 16, 2026** shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a 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 Class Member releases the Released Claims (as defined in ¶ 1.34 of the Stipulation) against the Released Defendant Persons (as defined in ¶ 1.36 of the Stipulation) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Defendant Persons whether or not such Class Member submits a Claim Form.

7. Participants in and beneficiaries of a Luna, Inc. employee benefit plan covered by ERISA (“Luna ERISA Plan”) should NOT include any information relating to their transactions in Luna, Inc. securities held through the Luna ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY shares they purchased outside of the Luna ERISA Plan. To the extent that any of the Defendants, Released Defendant Persons, or any of the other persons or entities excluded from the Class are participants in the Luna 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.
8. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.
9. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.
10. Only Class Members or persons authorized to submit a claim on their behalf will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or that previously validly excluded themselves from the Class will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

PROPOSED PLAN OF ALLOCATION

11. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws set forth in the Consolidated Amended Class Action Complaint. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that 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 only a method to weigh the claims of Claimants against one another for the purposes of making pro rata allocations of the Net Settlement Fund.
12. In developing the Plan of Allocation, the Class Representative’s damages expert calculated the estimated amount of artificial inflation in the per-share closing price of Luna securities which allegedly was proximately caused by Defendants’ alleged false and misleading statements and material omissions.
13. Lead Counsel worked in conjunction with Lead Plaintiff’s consulting damages expert to estimate the amount of artificial inflation in the daily closing prices of (a) Common Stock; (b) Call Options; and (c) Put Options, which Lead Plaintiff alleges were damaged by Defendants’ alleged materially false and misleading statements and omissions.
14. Under federal securities laws, losses can be represented as compensable only if the cause of changes in the prices of the relevant securities is found to be the disclosure of the allegedly misrepresented or omitted information. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Common Stock, and Call Options purchased or otherwise acquired during the Settlement Class Period, or Put Options sold or otherwise disposed of during the Settlement Class Period, must have been held during a period of time in which their price declined due to the disclosure of information which corrected an allegedly misleading statement or omission.
15. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, the Class Representative’s damages expert considered price changes in Luna securities in reaction to certain public announcements allegedly revealing the truth concerning Defendants’ alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces. The estimated artificial inflation per share of Luna securities is stated in Table 1 at the end of this Notice.
16. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of Luna securities. In this case, the Class Representative alleges that between May 16, 2022 and April 19, 2024, inclusive, Defendants issued allegedly false and misleading statements and omissions, which had the effect of artificially inflating the price of Luna securities during the Class Period. The Class Representative further alleges that corrective information was released to the market on March 12, 2024, March 25, 2024, April 8, 2024, and April 19, 2024, which removed the artificial inflation from the price of Luna securities.
17. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Luna securities at the time of purchase and at the time of sale or the difference between the actual purchase price and sale price. In order to have a Recognized Loss Amount under the Plan of Allocation, a Class Member who or which purchased Luna securities from May 16, 2022 through April 19, 2024, must have held those shares through the close of trading on at least one of March 12, 2024, March 25, 2024, April 5, 2024, or April 19, 2024.

RECOGNIZED LOSS AMOUNT CALCULATIONS

18. In calculating the estimated artificial inflation allegedly caused by Defendants' misrepresentations and omissions, the Class Representative's damages expert considered price changes in Luna securities in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions and adjusted for price changes that were otherwise attributable to unrelated market or industry forces.

19. In order to have recoverable damages under the Exchange Act, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of Luna securities. In this case, the Class Representative alleges that Defendants made false statements and omitted material facts during the Class Period, which had the effect of artificially inflating the price of Luna securities. The Class Representative further alleges that corrective information was released to the market on March 12, 2024, March 25, 2024, April 8, 2024, and April 19, 2024, which removed artificial inflation from the price of Luna securities by April 25, 2024.

20. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Luna securities at the time of purchase or acquisition and at the time of sale. Accordingly, in order to have a Recognized Loss under the Plan of Allocation, an Authorized Claimant must have purchased or otherwise acquired Luna securities during the Class Period and held such Luna securities through at least one of the alleged corrective disclosures that removed artificial inflation from the price of Luna securities.

21. Based on the formula stated below, a Recognized Loss Amount will be calculated for each purchase or acquisition of Luna securities that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

22. For each share of Luna common stock purchased or otherwise acquired from May 16, 2022 through April 19, 2024, inclusive, and:

- (a) Sold on or before March 12, 2024, the Recognized Loss Amount will be \$0.00.
- (b) Sold from March 13, 2024 through April 24, 2024, inclusive, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase or acquisition as stated in **Table 1** *minus* the amount of artificial inflation per share on the date of sale as stated in **Table 1**; or (ii) the price of purchase or acquisition *minus* the price of sale.
- (c) Sold between April 25, 2024 and July 23, 2024, inclusive (*i.e.*, sold during the 90-Day Look-Back Period), the Recognized Loss Amount will be *the least of*: (i) the amount of artificial inflation per share on the date of purchase or acquisition as stated in **Table 1**; (ii) the price of purchase or acquisition *minus* the average closing price between April 25, 2024 and the date of sale (*i.e.*, the "90-Day Look-Back Value") as detailed in **Table 2**; or (iii) the price of purchase or acquisition *minus* the price of sale.
- (d) Held as of the close of trading on July 23, 2024, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase or acquisition as stated in **Table 1**; or (ii) the price of purchase or acquisition *minus* the average closing price for Common Stock during the 90-Day Look-Back Period, which is \$3.03.²

Call and Put Options

23. A Recognized Loss Amount will be calculated based on the formula below for each purchase or other type of acquisition of Call Options or sale of Put Options during the Settlement Class Period. In order to be eligible as an Authorized Claimant under this Plan of Allocation, adequate documentation must be provided confirming all transactions. Recognized Loss Amounts are floored at zero, meaning any Recognized Loss Amount that is calculated as negative under the formula below will be equal to zero.

² Pursuant to Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Luna securities during the 90-day look-back period. The mean (average) closing price for Luna securities during this 90-day look-back period was \$3.03.

24. For each Call Option that was purchased or otherwise acquired during the period from May 16, 2022, through April 25, 2024, inclusive, and:

- i) Not held at the opening of trading on one or more of the corrective disclosure dates as defined above, the Recognized Loss Amount will be \$0.00
- ii) Held at the opening of trading on one or more of the corrective disclosure dates as defined above, and:
 - a. that was subsequently sold during the Settlement Class Period, the Recognized Loss Amount per Call Option will be the purchase price *minus* the sale price.
 - b. that was subsequently exercised during the Settlement Class Period, the Recognized Loss Amount per Call Option is the purchase price *minus* the intrinsic value of the option on the date of exercise. The intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) the closing price of Luna common stock on the date of exercise *minus* the strike price of the option.
 - c. that expired unexercised during the settlement class period, the Recognized Loss Amount per Call Option is equal to the purchase price.
 - d. that was still held as of the close of trading on April 25, 2024, the Recognized Loss per Call Option is the purchase price *minus* the intrinsic value of the option as of the close of trading on April 25, 2024 (i.e., the latest corrective disclosure date), where the intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) \$1.99 *minus* the strike price of the option.

25. No Recognized Loss Amount shall be calculated based upon purchase or acquisition of any Call Option that had been previously sold or written.

26. For each Put Option that was sold (written) during the period from May 16, 2022 through April 25, 2024 inclusive, and:

- i) Not open (i.e., not outstanding) at the opening of trading on one or more of the corrective disclosure dates as defined above, the Recognized Loss Amount will be \$0.00.
- ii) Open (i.e., outstanding) at the opening of trading on one or more of the corrective disclosure dates as defined above, and:
 - a. that was subsequently purchased during the Settlement Class Period, the Recognized Loss Amount per Put Option will be the purchase price *minus* the sale price.
 - b. that was subsequently exercised (i.e., assigned) during the Settlement Class Period, the Recognized Loss Amount per Put Option is the intrinsic value of the Put Option on the date of exercise *minus* the sale price. The intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) the strike price of the option *minus* the closing price of Luna common stock on the date of exercise.
 - c. that expired unexercised during the Settlement Class Period, the Recognized Loss Amount per Put Option is \$0.00.
 - d. that was still open (i.e., outstanding) as of the close of trading on April 25, 2024, the Recognized Loss Amount per Put Option is the intrinsic value of the option as of the close of trading on April 25, 2024 (i.e., the latest corrective disclosure date), minus the sale price, where the intrinsic value shall be *the greater of*: (i) \$0.00 or (ii) the strike price of the option *minus* \$1.99.

27. No Recognized Loss Amount shall be calculated based upon the sale or writing of any Put Option that had been previously purchased or acquired.

28. The Settlement proceeds available for Call Options purchased/acquired during the Settlement Class Period and Put Options sold (written) during the Settlement Class Period shall be limited to a total amount equal to 6.68% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for Call Options and Put Options exceeds 6.68% of all Recognized Claims, then the Recognized Loss Amounts calculated for option transactions will be reduced proportionately until they collectively equal 6.68% of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100% of the Common Stock claims, any excess amount will be used to pay the balance on the remaining Option-based claims.

ADDITIONAL PROVISIONS

29. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to Luna securities.

30. **FIFO Matching:** If a Class Member made more than one purchase or sale of Luna securities during the relevant period, all purchases and sales will be matched on a First In, First Out ("FIFO") basis. Sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

31. **"Purchase/Sale" Dates:** Purchases and sales of Luna securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. "Purchases" eligible under the Settlement and this Plan of Allocation include all purchases or other acquisitions of Luna securities in exchange for value and are not limited to purchases made on or through a stock exchange, as long as the purchase is adequately documented. However, the receipt or grant by gift, inheritance, or operation of law of Luna securities during the Class Period shall not be deemed a purchase or sale of Luna securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of Luna securities unless (i) the donor or decedent purchased the shares during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares. Any transaction in Luna securities executed outside regular trading hours for the United States financial markets shall be deemed to have occurred during the next trading session.

32. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase of the Luna securities. The date of a "short sale" is deemed to be the date of sale of the Luna securities. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero. In the event that a Claimant has an opening short position in Luna securities, the earliest purchases of Luna securities during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

33. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Luna securities purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

34. **Market Gains and Losses:** With respect to all Luna Common Stock purchased or acquired from the start of the Class Period through and including April 19, 2024, Luna Call Options purchased or acquired during the Class Period, or Luna Put Options sold during the Class Period, the Claims Administrator will determine if the Claimant had a "Market Gain" or a "Market Loss" with respect to his, her, or its overall transactions those Luna securities during the Class Period. For purposes of making this calculation, with respect to Luna Common Stock and Call Options, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount³ and (ii) the sum of the Claimant's Total Sales Proceeds⁴ and the Claimant's Holding Value.⁵ For Luna Common Stock and Call Options, if the Claimant's Total Purchase Amount *minus* the sum of the Claimant's Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain. With respect to Luna Put Options, the Claims

³ For Luna Common Stock and Call Options, the "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes and commissions) for all such Luna securities purchased or acquired during the Class Period.

⁴ For Luna Common Stock, the Claims Administrator shall match any sales of Luna Common Stock from the start of the Class Period through and including July 23, 2024 first against the Claimant's opening position in Luna Common Stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the remaining shares of Luna Common Stock sold from the start of the Class Period through and including the close of trading on July 23, 2024 will be the "Total Sales Proceeds." For Luna Call Options, the Claims Administrator shall match any sales of Luna Call Options from the start of the Class Period through and including April 25, 2024 first against the Claimant's opening position in Luna Call Options (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the remaining Luna Call Options sold from the start of the Class Period through and including the close of trading on April 25, 2024 will be the "Total Sales Proceeds."

⁵ For each share of Luna Common Stock purchased or acquired during the Class Period that was still held as of the close of trading on July 23, 2024, the Claims Administrator shall ascribe a "Holding Value" of \$2.74 per share. For each Luna Call Option purchased or acquired during the Class Period that was still held as of the close of trading on April 25, 2024, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be the *greater of*: (i) \$0.00 or (ii) \$1.99 *minus* the strike price of the option.

Administrator shall determine the difference between (i) the sum of the Claimants Total Purchase Amount⁶ and the Claimant's Holding Value⁷ and (ii) the Claimant's Total Sale Proceeds.⁸ For Luna Put Options, if the sum of the Claimant's Total Purchase Amount and the Claimant's Holding Value minus the Claimant's Total Sales Proceeds is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

35. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Luna securities during the Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Luna securities during the Class Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

36. Determination of Distribution Amount: If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share or "Distribution Amount" will be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

37. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

38. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund nine (9) months after the initial distribution, if Class Counsel Hagens Berman Sobol Shapiro LLP ("Class Counsel"), in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will 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 Class 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 will be contributed to a non-sectarian, non-profit Section 501(c)(3) organization as may be deemed appropriate by the Court.

39. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Class Representative, Class Counsel, Class Representative's damages expert, Class Representative's consulting experts, Defendants, Defendants' Counsel, or any of the other Released Plaintiff Persons or Released Defendant Persons, or the Claims Administrator or other agent designated by Class 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. Class Representative, Defendants, and their respective counsel, and all other Released Defendant Persons or Released Plaintiff Persons, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

40. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Class Representative after consultation with its damages' expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.LunaInnovationsSecuritiesLitigation.com.

⁶ For Luna Put Options, the Claims Administrator shall match any purchases from the start of the Class Period through April 25, 2024, to close out positions in Luna Put Options first against the Claimant's opening position in Luna Put Options (the total amount paid with respect to those purchases will not be considered for purposes of calculating market gains or losses). The total amount paid for the remaining purchases during the Class Period to close out positions in Put Options is the "Total Purchase Amount".

⁷ For each Luna Put Option sold (written) during the Class Period that was still outstanding as of the close of trading on April 25, 2024, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be *the greater of*: (i) \$0.00 or (ii) the strike price of the option minus \$1.99.

⁸ For Luna Put Options, the total amount received for put options sold (written) during the Class Period is the "Total Sales Proceeds."

TABLE 1
Luna, Inc. Securities Estimated Artificial Inflation Amount

Date Range	Artificial Inflation per Share
May 16, 2022 - March 12, 2024	\$3.42
March 13, 2024 - March 25, 2024	\$1.22
March 26, 2024 - April 5, 2024	\$0.83
April 8, 2024 - April 19, 2024	\$0.78
April 22, 2024	\$0.44
April 23, 2024	\$0.19
April 24, 2024	\$0.02

TABLE 2
Luna, Inc. Securities Closing Price & Average Closing Price

Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown	Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown
April 25, 2024	\$1.99	\$1.99	June 10, 2024	\$3.59	\$2.91
April 26, 2024	\$1.99	\$1.99	June 11, 2024	\$3.73	\$2.94
April 29, 2024	\$2.08	\$2.02	June 12, 2024	\$3.59	\$2.95
April 30, 2024	\$2.06	\$2.03	June 13, 2024	\$3.29	\$2.96
May 01, 2024	\$2.24	\$2.07	June 14, 2024	\$3.19	\$2.97
May 02, 2024	\$2.25	\$2.10	June 17, 2024	\$3.33	\$2.98
May 03, 2024	\$3.06	\$2.24	June 18, 2024	\$3.44	\$2.99
May 06, 2024	\$2.86	\$2.32	June 20, 2024	\$3.45	\$3.00
May 07, 2024	\$2.80	\$2.37	June 21, 2024	\$3.44	\$3.01
May 08, 2024	\$2.68	\$2.40	June 24, 2024	\$3.61	\$3.03
May 09, 2024	\$2.80	\$2.44	June 25, 2024	\$3.58	\$3.04
May 10, 2024	\$2.70	\$2.46	June 26, 2024	\$3.53	\$3.05
May 13, 2024	\$2.73	\$2.48	June 27, 2024	\$3.44	\$3.06
May 14, 2024	\$2.81	\$2.50	June 28, 2024	\$3.20	\$3.07
May 15, 2024	\$2.86	\$2.53	July 01, 2024	\$2.95	\$3.06
May 16, 2024	\$2.95	\$2.55	July 02, 2024	\$2.96	\$3.06
May 17, 2024	\$3.01	\$2.58	July 03, 2024	\$3.06	\$3.06
May 20, 2024	\$3.01	\$2.60	July 05, 2024	\$3.00	\$3.06
May 21, 2024	\$3.02	\$2.63	July 08, 2024	\$3.03	\$3.06
May 22, 2024	\$3.13	\$2.65	July 09, 2024	\$2.86	\$3.05
May 23, 2024	\$2.99	\$2.67	July 10, 2024	\$2.91	\$3.05
May 24, 2024	\$3.05	\$2.68	July 11, 2024	\$2.93	\$3.05
May 28, 2024	\$3.33	\$2.71	July 12, 2024	\$2.96	\$3.05
May 29, 2024	\$3.20	\$2.73	July 15, 2024	\$2.91	\$3.05
May 30, 2024	\$3.34	\$2.76	July 16, 2024	\$3.06	\$3.05

TABLE 2
Luna, Inc. Securities Closing Price & Average Closing Price

Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown	Date	Closing Price	Average Closing Price Between April 25, 2024 and Date Shown
May 31, 2024	\$3.34	\$2.78	July 17, 2024	\$3.02	\$3.05
June 03, 2024	\$3.41	\$2.80	July 18, 2024	\$2.94	\$3.04
June 04, 2024	\$3.38	\$2.82	July 19, 2024	\$2.69	\$3.04
June 05, 2024	\$3.45	\$2.85	July 22, 2024	\$2.67	\$3.03
June 06, 2024	\$3.51	\$2.87	July 23, 2024	\$2.74	\$3.03
June 07, 2024	\$3.52	\$2.89			

DATED: September 19, 2025

BY ORDER OF THE COURT
 UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

EXHIBIT 4

EXHIBIT 4

In Re Luna Innovations, Inc., Securities Litigation
Case No. 2:24-cv-02630-CBM-KS

HAGENS BERMAN SOBOL SHAPIRO LLP

BILLING SUMMARY CHART

PROFESSIONAL	STATUS	HOURLY RATE	TOTAL HOURS	TOTAL LODESTAR AT HOURLY RATES
Reed Kathrein	P	\$1,350	53.0	\$71,550.00
Lucas Gilmore	P	\$1,050	307.4	\$322,770.00
Chris O'Hara	P	\$950	62.2	\$59,090.00
Jerrod Patterson	P	\$950	160.8	\$152,760.00
Peter Shaeffer	P	\$800	3.8	\$3,040.00
Karl Barth	OC	\$900	4.2	\$3,780.00
Robert Jigarjian	OC	\$775	11.6	\$8,990.00
Nathan Emmons	A	\$525	223.3	\$117,232.50
Bill Stevens	PL	\$450	56.7	\$25,515.00
Lisa Napoleon	PL	\$450	40.6	\$18,270.00
Anastasia Grant	PL	\$375	3.7	\$1,387.50
Kevin Naughton	I	\$500	236.0	\$118,000.00
TOTAL			1,163.3	\$902,385.00

(P) Partner
(OC) Of Counsel
(A) Associate
(SA) Staff Attorney
(I) Investigator
(PL) Paralegal
(LS) Litigation Support
(CA) Contract Attorney

EXHIBIT 5

In Re Luna Innovations, Inc., Securities Litigation

Firm Name: Hagens Berman Sobol Shapiro LLP

Reporting Period: Inception through January 13, 2026

Categories:

- | | |
|---|-----------------------------------|
| (1) Factual Investigation | (6) Court Appearances/Preparation |
| (2) Pleadings | (7) Experts/Consultants |
| (3) Discovery | (8) Settlement/Mediation |
| (4) Case Management/Client Communications | (9) Litigation Strategy/Analysis |
| (5) Motions and Legal Research | (10) Trial/Preparation |

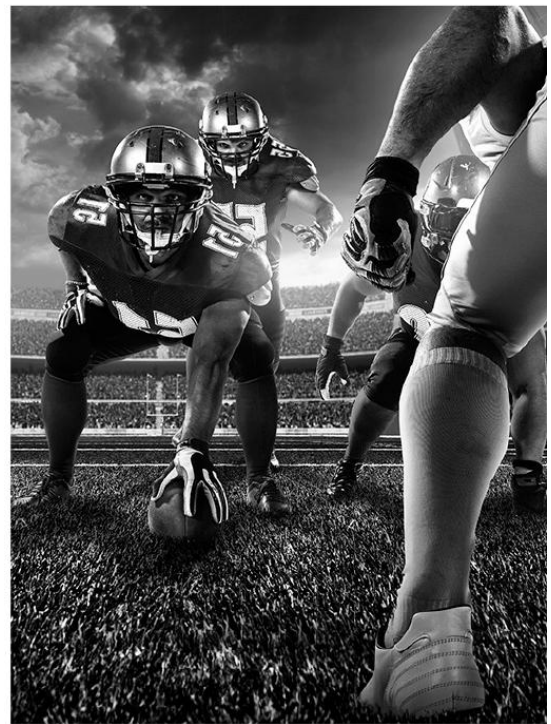
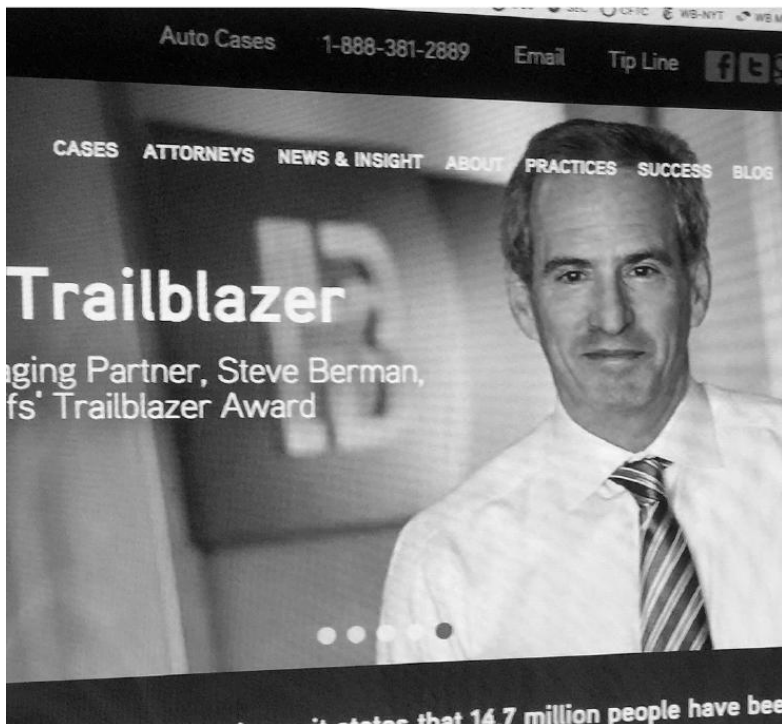
Name		1	2	3	4	5	6	7	8	9	10	Total Hours	Rate	Total Lodestar
Reed Kathrein	P	2.6	13.5					1.1	19.1	16.7		53.0	\$1,350	71,550.00
Lucas Gilmore	P	45.5	102.8		11.9		7.8		133.7	5.7		307.4	\$1,050	322,770.00
Chris O'Hara	P								62.2			62.2	\$950	59,090.00
Jerrold Patterson	P	5.8	151.8						2.7	0.5		160.8	\$950	152,760.00
Peter Shaeffer	P								3.8			3.8	\$800	3,040.00
Karl Barth	OC		4.2									4.2	\$900	3,780.00
Robert Jigarjian	OC	5.9	5.7									11.6	\$775	8,990.00
Nathan Emmons	A		13.9						207.1	2.3		223.3	\$525	117,232.50
Bill Stevens	PL	1.3	36.0		6.0				5.0	8.4		56.7	\$450	25,515.00
Lisa Napoleon	PL	0.2	15.2		23.6			0.2	1.4			40.6	\$450	18,270.00
Anastasia Grant	PL		3.1						0.6			3.7	\$375	1,387.50
Kevin Naughton	I	235.5								0.5		236.0	\$500	118,000.00
TOTAL:		296.8	346.2	-	41.5	-	7.8	1.3	435.6	34.1	-	1,163.3		902,385.00

(P) Partner	(I) Investigator
(OC) Of Counsel	(PL) Paralegal
(A) Associate	(LS) Litigation Support
(SA) Staff Attorney	(CA) Contract Attorney

EXHIBIT 6



HAGENS BERMAN



Hagens Berman is a national leader in class-action litigation driven by an international team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), [employment](#), [environmental](#), [intellectual property](#), product liability, [securities and investment fraud](#), [sexual harassment](#), tort and [whistleblower law](#) cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious. They respect our skills and recognize our track record of achieving top results for those who need it most.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages — our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in Paris, London and Amsterdam and has a vested interest in fighting global instances of oppression and injustice.

INTRODUCTION

Locations

SEATTLE

1301 Second Avenue, Suite 2000
Seattle, WA 98101
T 206-623-7292
F 206-623-0594

CHICAGO

455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
T 708-628-4949
F 708-628-4950

PHOENIX

11 West Jefferson Street, Suite 1000
Phoenix, AZ 85003
T 602-840-5900
F 602-840-3012

BERKELEY

715 Hearst Avenue, Suite 300
Berkeley, CA 94710
T 510-725-3000
F 510-725-3001

LOS ANGELES

301 North Lake Avenue, Suite 920
Pasadena, CA 91101
T 213-330-7150
F 213-330-7152

SAN DIEGO

533 F Street
Suite 207
San Diego, CA 92101
T 619-929-3340

BOSTON

1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
T 617-482-3700
F 617-482-3003

NEW YORK

594 Dean Street, Suite 24
Brooklyn, NY 11238
T 212-752-5455
F 917-210-3980

LONDON

Hagens Berman UK LLP
80 Strand
London, WC2R 0DT
T 0203 150 1445

PARIS

HBSS France
106 rue de l'Université
75007 Paris
T +1 83 64 15 08

INTRODUCTION

Quotes

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation* (Appointing the firm lead counsel in the case which would later usher in \$205 million in settlements.)

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal*, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“unprecedented success in the antitrust field”

— *California Magistrate Judge Nathanael M. Cousins*
A July 2015 order awarding attorneys’ fees in student-athlete name and likeness litigation

“All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional... You did an exceptionally good job at organizing and managing the case...”

— *U.S. District Court for the Northern District of California, In re Dynamic Random Access Memory Antitrust Litigation* (Hagens Berman was co-lead counsel and helped achieve the \$406 million class settlement.)

“I think you have conducted yourselves with great professionalism in this case that has been very difficult, very challenging, and I’m grateful for your professionalism and your advocacy”

— *Honorable Terrence G. Berg*
Fairness Hearing in Mark D. Chapman, et al. v. General Motors LLC, April 25, 2025

“aggressive and independent advocacy”

— *Hon. Thomas M. Durkin in an order appointing Hagens Berman as interim class counsel in In re Broiler Chicken Antitrust Litigation*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation*, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)

“...I have never worked with such professional, decent counsel.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript Of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$295 million settlement.)

“...when you get good lawyers this is what happens; you get these cases resolved.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, In re Mercedes-Benz Emissions Litigation

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

INTRODUCTION

Victories & Settlements

Since its founding, the firm has secured settlements valued at more than \$320 billion on behalf of class members in large-scale complex litigation.

\$260 BILLION

STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

\$25 BILLION

VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

\$22.78 BILLION

NCAA NAME, IMAGE & LIKENESS

The firm filed this class-action lawsuit on behalf of current and former NCAA college athletes accusing the NCAA, Pacific-12 Conference, the Big Ten Conference, the Big Twelve Conference, Southeastern Conference and Atlantic Coast Conference of allegedly illegally limiting the compensation that Division I college athletes may receive for the use of their names, images, likenesses and athletic reputations. Final approval of a \$22.78 billion settlement was granted by the court, including \$2.78 billion in back damages and revenue-sharing benefits expected to exceed \$20 billion over the next 10 years — believed to be the largest antitrust settlement in history.

\$14.7 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieselgate emissions-cheating scandal.

\$1.67 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieselgate scandal. The settlement recovered nearly full damages for the class.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.45 BILLION

NOTEWORLD / MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

\$1.3 BILLION

HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

\$700 MILLION

MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

\$700 MILLION

WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

\$568 MILLION

APPLE E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$568 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

\$535 MILLION

CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

\$470 MILLION

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

\$453 MILLION

GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

\$406 MILLION

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

\$385 MILLION

SUBOXONE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

\$383.5 MILLION

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

\$350 MILLION

T-MOBILE DATA BREACH

Hagens Berman represented consumers in this class-action lawsuit against T-Mobile related to its 2021 data security breach. On Aug. 15, 2021, a hacker exposed the sensitive information of tens of millions of individuals that were either T-Mobile customers or those that had applied for credit with the company and put them at risk of identity theft and its subsequent consequences.

\$340 MILLION

RANBAXY INC.

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

\$338 MILLION

PHARMACEUTICAL AVERAGE WHOLESAL PRICE LITIGATION

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION

NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

\$307 MILLION

FCA ECODIESEL EMISSIONS CHEATING LITIGATION

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

\$300 MILLION

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

\$295 MILLION

STERICYCLE, STERI-SAFE LITIGATION

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

\$255 MILLION

HYUNDAI & KIA FUEL ECONOMY LITIGATION

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

\$250 MILLION

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

\$250 MILLION

BOFA COUNTRYWIDE APPRAISAL RICO

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

\$235 MILLION

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

\$234.6 MILLION

AEQUITAS CAPITAL MANAGEMENT

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequis companies. It is believed to be the largest securities settlement in Oregon history.

\$218 MILLION

JP MORGAN MADOFF

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

\$215 MILLION

USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

\$212 MILLION

TOYOTA, LEXUS DENSO FUEL PUMP DEFECT

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners and is valued between \$212 million and \$288 million.

\$208 MILLION

NCAA GRANT-IN-AID CAP ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

\$205 MILLION

OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

\$200 MILLION

NEW ENGLAND COMPOUNDING PHARMACY MENINGITIS OUTBREAK LITIGATION

Hagens Berman attorneys served as lead counsel for the plaintiffs' steering committee on behalf of plaintiff-victims of the 2012 fungal meningitis outbreak that led to more than 64 deaths and hundreds of joint infection cases.

\$169 MILLION

ANIMATION WORKERS

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

\$150 MILLION

FLONASE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel representing purchasers in this case alleging GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

\$150 MILLION

LUPRON CONSUMER LITIGATION

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

\$123.4 MILLION

EXPEDIA LITIGATION

Hagens Berman led this class action arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

\$120 MILLION

GENERAL MOTORS IGNITION SWITCH

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM's 2009 bankruptcy contributed up to \$50 million.

\$113 MILLION

BATTERIES ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel and secured a settlement in this class-action lawsuit against some of the largest electronics manufacturers for allegedly illegally fixing the price of lithium-ion batteries, pushing costs higher for consumers.

\$108 MILLION

FIAT CHRYSLER LOW OIL PRESSURE SHUT-OFF

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

\$100 MILLION

APPLE IOS APP STORE LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel in this matter and represented U.S. iOS developers against the tech giant. The suit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, allegedly resulting in commission overcharges. Apple agreed to pay \$100 million and make developer-friendly changes to its App Store policy.

\$100 MILLION

OPPENHEIMER CORE BOND AND CHAMPION INCOME FUNDS LITIGATION

Hagens Berman obtained settlements in two cases alleging that various Oppenheimer entities and certain individual defendants made materially false or misleading statements and omissions to the investing public regarding the investment profile and objectives of the two funds.

\$100 MILLION

TENET HEALTHCARE

Hagens Berman achieved a settlement on behalf of uninsured patients who received care at Tenet facilities nationwide, alleging that the patients were charged excessive prices at 114 hospitals owned and operated by Tenet Healthcare. The suit claimed that Tenet took advantage of the uninsured and working poor who did not have the economic leverage to negotiate lower rates, while giving discounts to HMO's and other large payers.

\$100 MILLION

TREMONT LITIGATION

The firm filed a class action on behalf of investors alleging the company and others grossly neglected fiduciary duties by turning capital over to Bernard Madoff Investment Securities.

\$95 MILLION

APPLECARE

This class action secured compensation for iPhone and iPad owners who bought AppleCare or AppleCare+ coverage. The suit accused Apple of using inferior, refurbished or used parts in device replacements, despite promising to provide consumers with a device "equivalent to new in performance and reliability," and Hagens Berman reached a settlement with the tech giant in April 2022, resolving these claims.

\$92.5 MILLION

BOEING SECURITIES LITIGATION

Boeing and Hagens Berman agreed to a settlement to this shareholder suit filed in November 1997 by Hagens Berman. The settlement, the then second largest awarded in the Northwest, affected tens of thousands of Boeing common stock shareholders.

PRACTICE AREAS

PRACTICE AREAS

Investor Fraud – Individual and Class Action Litigation

Investing is a speculative business involving assessment of a variety of risks that can only be properly weighed with full disclosure of accurate information. No investor should suffer undue risk or incur losses due to misrepresentations related to their investment decisions.

Our attorneys work for institutional and individual investors defrauded by unscrupulous corporate insiders and mutual funds. The firm vigorously pursues fraud recovery litigation, forcing corporations and mutual funds to answer to deceived investors.

Hagens Berman is one of the country's leading securities litigation firms advising clients in both individual and class-action cases. The firm has experience, dedication and a team with the horsepower required to drive complex cases to exemplary outcomes. Our attorneys are authorities in an array of issues unique to federal and state securities statutes and related laws. We use a variety of highly experienced experts as an integral part of our prosecution team. A few notable successes on behalf of our investor clients include:

CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman served as lead counsel in the case alleging on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

RESULT: \$535 million settlement

CHARLES SCHWAB YIELD PLUS SECURITIES LITIGATION

Lead counsel, alleging fraud in the management of the Schwab YieldPlus mutual fund.

RESULT: \$235 million settlement

AEQUITAS CAPITAL MANAGEMENT SECURITIES LITIGATION

Prosecuted class action against the bankers, lawyers and accountants who assisted Aequitas in carrying out a massive Ponzi scheme that defrauded investors of millions of dollars before the firm was shut down in 2016.

RESULT: \$234 million in total settlements, representing the largest settlement of a securities lawsuit in Oregon history.

JPMORGAN – MADOFF PONZI SCHEME LITIGATION

Case alleged that banking and investment giant JPMorgan was complicit in aiding Bernard Madoff's Ponzi scheme.

Investors claim that JPMorgan operated as Bernard L. Madoff Investment Securities LLC's primary banker for more than 20 years.

RESULT: \$218 million settlement amount for the class and a total of \$2.2 billion paid from JPMorgan that will benefit victims of Madoff's Ponzi scheme

MCKESSON

Hagens Berman filed this class action investor-rights derivative action based on the McKesson board's failure to monitor and oversee the company's opioid distribution operations resulting in hundreds of millions of dollars of potential damages from scores of lawsuits filed against McKesson.

RESULT: \$175 million record-breaking derivative settlement and strong corporate governance changes

OPPENHEIMER SECURITIES LITIGATION

Additional counsel for lead plaintiffs in class action alleging Oppenheimer misled investors regarding its Champion and Core Bond Funds.

RESULT: \$100 million settlement

TREMONT

Co-lead counsel in a case alleging Tremont Group Holdings (and its five Madoff feeder funds: Rye Select Broad Market Fund, L.P., Rye Select Broad Market Prime Fund, L.P., Rye Select Broad Market XL Fund, L.P., Rye Select Broad Market XL Portfolio Limited, and Rye Select Broad Market Portfolio Limited) breached its fiduciary duties by turning over \$3.1 billion to Bernard Madoff. On Sept. 14, 2015, after nearly two years of negotiations and mediation, the court granted final approval of the plan of allocation and distribution of the funds which markets estimate could yield investors as much as \$1.45 billion.

RESULT: \$100 million plus negotiated bankruptcy proceed resulting in distributions of over \$1 billion to investors

BOEING

Uncovered critical production problems with the 777 airliner documented internally by Boeing, but swept under the rug until a pending merger with McDonnell Douglas was completed.

RESULT: \$92.5 million record-breaking settlement

ZUORA, INC. SECURITIES LITIGATION

The firm filed a securities fraud class action alleging misrepresentations and concealment of delays in implementing and integrating RevPro, the company's revenue recognition management software application. A \$75.5 million settlement provided significant relief to investors.

RESULT: \$75.5 million settlement

MORRISON KNUDSEN

Filed a shareholder class action alleging that MK's senior officers concealed hundreds of millions in losses.

RESULT: \$63 million settlement

RAYTHEON/WASHINGTON GROUP

Charged Raytheon with deliberately misrepresenting the true financial condition of Raytheon Engineers & Constructors division in order to sell this division to the Washington Group at an artificially inflated price.

RESULT: \$39 million settlement

THERANOS INVESTOR LITIGATION

Hagens Berman represented Theranos investors in a lawsuit that states that Theranos and its officers set in motion a publicity campaign to raise billions of dollars for Theranos and themselves, and to induce investors to invest in Theranos, all the while knowing that its "revolutionary" blood test technology was essentially a hoax. In a case of first impression, the court upheld the investor claims where plaintiffs did not directly purchase their securities from Theranos, Elizabeth Holmes and Sunny Balwani, but through funds whose purpose included investing in Theranos.

RESULT: The firm secured a confidential settlement with Theranos, Holmes and Balwani ending the suit. The settlement also allowed for continued public access to depositions, video and exhibits which were featured prominently in various podcasts and streaming services, including “Bad Blood the Final Chapter,” Netflix’s “The Inventor: Out for Blood in Silicon Valley” and Hulu’s “The Dropout.”

U.S. WEST

Represented shareholders of U.S. West New Vector in a challenge to the proposed buyout of minority shareholders by U.S. West.

RESULT: Settlement achieved, resulting in a \$63 million increase in the price of the buyout, and the proposed buyout was stayed

CURRENT CASEWORK

SPAC LITIGATION

Hagens Berman represents investors in a number of private securities class action lawsuits arising out of fraud and other misconduct in connection with private companies that went public through special purpose acquisition vehicle (“SPAC”) business combinations.

SPACs are shell entities that raise money and list on an exchange, usually with the goal of merging with a private firm and taking it public. SPACs burst onto the scene in 2020, as a hot alternative to traditional initial public offerings, raising more than \$80 billion raised in 2020 and more than \$160 billion raised in 2021, alone.

The SEC has recently raised serious concerns regarding the information asymmetries, the potential for misleading information and fraud, and conflicts of interest inherent SPAC business combinations. Several high-profile SPAC debacles have resulted in serious allegations of green washing, false projections and other securities fraud, collectively costing investors billions of dollars in investment losses.

The Firm’s attorneys, together with its investigators, accountants and economic consultants, are prosecuting a number of securities class actions brought on behalf of damaged SPAC investors. For example, Hagens Berman serves as the court-appointed counsel in Berkeley Lights, Danimer, Desktop Metal, Hyzon, and Redwire.

COVID-19-RELATED CLASS ACTIONS

As COVID-19 has continued to spread across the United States, Hagens Berman has remained keenly focused on protecting investors from frauds, illicit schemes and other misconduct relating to COVID-19. For example, Hagens Berman investigated, filed a proprietary action and serves as court-appointed lead counsel in one of the first securities class actions arising from a fraudulent scheme for corporate insiders to profit from disseminating false and misleading information concerning a company’s COVID-19 vaccine candidate, *In re Vaxart, Inc. Sec. Litig.*, No. 3:20-cv-05949-VA (N.D. Cal.). The Firm and its co-counsel recently defeated in large part defendants’ motions to dismiss in *Vaxart*.

CANNABIS SECURITIES FRAUD

The expanding legalization and sale of cannabis in not only the U.S. but globally, spurred a wave of cannabis-related initial public offerings and mergers and acquisitions. But as investors would later learn, the nascent industry was rife with accounting fraud, false projections and egregious insider trading. Hagens Berman currently serves as co-lead counsel in *In re Aurora Cannabis Inc. Securities Litigation*, 2:19-cv-20588-JMV-JBC (D. N.J.). The Firm and its-counsel also recently obtained a \$13 million settlement on behalf of investors in *Ortiz v. Canopy Growth Corp. et al.*, 2:19-cv-20543 (D. N.J.).

U.S.-LISTED FOREIGN COMPANIES

Investing in U.S.-listed foreign companies is a convenient way for U.S. investors to gain exposure to vast and fast-growing foreign economies. But the inability to inspect the audits of certain foreign firms, together with the spectacular

collapses of several large issuers, have shined the light on rampant financial fraud at foreign issuers trading on American exchanges. The firm is currently leading the prosecution in a number of private securities class actions against U.S.-listed foreign companies, including against JOYY, Sasol, SOS and Wirecard.

TECHNOLOGY SECTOR

Claims of lucrative contracts, investments and acquisitions, or of new product lines are common ways in which issuers in the technology space are about to get investors excited about the company so that they will purchase shares. But in recent history, several high-profile technology firms have been accused of attempting to pump their share price through fictitious statements about their products, prospects and economic activity. The firm was appointed lead counsel in an action against a recent IPO cloud application company, *Roberts v. Zuora Inc. et al*, 3:19-cv-03422 (N.D. Cal.), where the firm and its client have defeated defendants' motion to dismiss, certified a class of investors, and are preparing for trial. The firm was also appointed lead counsel against tech real-estate marketplace company Zillow over its failed house-flipping business, *Barua v. Zillow Group, Inc., et al.*, 2:21-cv-01551-TSZ (W. Wash.).

WHISTLEBLOWERS

In an effort to curb Wall Street excesses, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which built vigorous whistleblower protections into the legislation known as the "Wall Street Tip-Off Law." The law empowers the U.S. Securities and Exchange Commission to award between 10 and 30 percent of any monetary sanctions recovered in excess of \$1 million to whistleblowers who provide information leading to a successful SEC enforcement. It also provides similar rewards for whistleblowers reporting fraud in the commodities markets.

Hagens Berman represents whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act. Unlike traditional whistleblower firms who have pivoted into this area, Hagens Berman has a strong background and history of success in securities, antitrust and other areas of fraud enforcement, making us an ideal partner for these cases. Our matters before the SEC/CFTC include a range of claims, including market manipulation and fraudulent financial statements.

LEGAL TEAM



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YEARS OF EXPERIENCE

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PRACTICE AREAS

Anti-Terrorism
Automotive Litigation
Civil & Human Rights
Class Action
Consumer Rights
Emissions Litigation
Environmental Litigation
Governmental Representation
High Tech Litigation
Intellectual Property
Investor Fraud
Patent Litigation
Qui Tam
Securities
Sexual Abuse & Harassment
Sports Litigation
Whistleblower

BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit

MANAGING PARTNER

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the [largest settlement in history](#); co-lead counsel against the NCAA in the [largest antitrust settlement in world history](#); a member of the Plaintiffs' Steering Committee against Volkswagen in the [largest automotive settlement in history](#); and co-lead counsel in what were then the largest [ERISA](#) and [securities](#) settlements in U.S. history.

INTRODUCTION

Steve Berman is a nationally renowned class-action lawyer who has dedicated his career to fighting for consumers, investors, employees and other plaintiffs harmed by corporate misconduct. As co-founder and managing partner of Hagens Berman, Steve has led some of the most influential and complex litigation in state and federal courts, securing settlements valued at hundreds of billions of dollars and obtaining historic reforms across a wide range of industries.

Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the [100 most powerful lawyers in the nation](#), and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country.

Since founding the firm in 1993, Steve has consistently undertaken high-stakes cases others wouldn't. He launched Hagens Berman after his former firm refused to represent several children who became seriously ill after eating fast food tainted with E. coli. Steve fought against Jack in the Box, alleging its negligence and cost-cutting were to blame — a case that helped define his mission to represent those most in need.

Known for securing industry-changing results and some of the largest settlements in world and U.S. history, Steve has built a reputation as one of the nation's most effective and innovative plaintiffs' attorneys.

[Print & Online Feature Interviews »](#)

CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP (U.K.), U.S. Managing Member of HBSS France

CURRENT CASES

Steve leads the firm's efforts in the areas of antitrust, consumer protection and more, maintaining a leading edge amid shifting trends and technology. His active cases concern billions of dollars in damages and affect hundreds of millions of individuals. Steve's caseload spans several industries, including technology, college sports, agriculture and wages and include the following highlights.

- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

EDUCATION



University of Chicago Law School,
J.D., 1980



University of Michigan, B.S., 1976

ANTITRUST LITIGATION

The antitrust lawsuits that Steve Berman has led have secured settlements valued at more than \$27 billion, spotlighting anticompetitive practices that have harmed consumers across various industries. Steve's outstanding work in this field has earned the firm accolades and awards, and his current caseload speaks to the breadth of the firm's impact.

CASE	DESCRIPTION
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	Class action representing current and former NCAA college athletes accusing the NCAA and the Power Five conferences of illegally limiting the compensation athletes may receive for the use of their names, images and likenesses. Status: Final approval of \$22.78B settlement granted — believed to be the largest antitrust settlement in U.S. history.
Amazon E-Books Price-Fixing Co-Lead Counsel	Class action accusing Amazon of establishing an illegal monopoly of the e-books market and charging artificially inflated prices Status: The court denied Amazon's motion for reconsideration and leave to file an interlocutory appeal, allowing monopoly claims to continue and discovery process to move forward.
Amazon Online Retailer Consumer Antitrust (Frame-Wilson) Interim Co-Lead Counsel	Class action accusing Amazon of increasing prices for online purchases made via other retailers. Status: Amazon's motion to dismiss denied, federal judge compelled Amazon to produce documents previously marked as privileged.
Amazon.com Antitrust (De Coster) Co-Lead Counsel	Class action accusing Amazon of violating federal antitrust laws, causing customers to pay artificially high prices for products purchased via Amazon. Status: Amazon's motion to dismiss denied, federal judge compelled Amazon to produce documents previously marked as privileged and certified a class of consumers .
Apple iCloud Antitrust	Class action accusing Apple of violating antitrust laws and establishing a monopoly through its iOS cloud-based storage policies. Status: Motion to dismiss denied on all grounds.
Apple iPhone Overpricing Antitrust Co-Lead Interim Class Counsel	Class action against Apple Inc. for allegedly suppressing technologies and innovations that would make it easier for consumers to switch device ecosystems, establishing an illegal monopoly over the smartphone market and generating historic profits. Status: Hagens Berman named to case leadership.
Apple Pay Payment Card Issuer Antitrust	Class action accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling innovation. Status: Motion to dismiss denied in part, allowing claims to continue.
Real Estate Commissions Antitrust Co-Lead Counsel	Class action against four national broker franchises alleging parties illegally inflated commissions associated with home sales. Status: \$987M in settlements have been granted final approval, with an additional \$20.09M preliminarily approved, and litigation continues against remaining defendants.

AWARDS

Law360

TITANS
OF THE PLAINTIFFS BARTHE NATIONAL
LAW JOURNAL
**ELITE TRIAL
LAWYERS**THE NATIONAL
LAW JOURNAL
PLAINTIFFS' HOT LIST100 MOST INFLUENTIAL
LAWYERS IN AMERICA
| A SPECIAL REPORT |**MOST POWERFUL
ATTORNEY**
STATE OF WASHINGTON
THE NATIONAL LAW JOURNAL**Super Lawyers®****Valve Steam Store PC Game
Antitrust**

Class action against Valve for allegedly maintaining an unlawful monopoly in the PC gaming market by restricting price competition
Status: Consolidated amended complaint filed.

**Visa Mastercard ATM
Co-Lead Counsel**

Class action alleging Visa and MasterCard established uniform agreements with BofA, JP Morgan Chase and Wells Fargo preventing ATM operators from setting access fees below the level of fees charged on Visa's and MasterCard's networks.
Status: Settlements total \$264.24M have received final approval, including \$197.5M with Visa and Mastercard and \$66.74M with banks.

AGRICULTURE ANTITRUST LITIGATION

The firm's total approved settlements in this area of litigation are valued at \$735 million and have affected the lives of U.S. consumers and employees in the meat-processing industry. As inflation continues to rise, combating anticompetitive schemes that raise the cost of food is an issue pertinent to families across the nation.

CASE**DESCRIPTION****Beef Antitrust**
Interim Co-Lead Counsel

Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products.
Status: Motion to dismiss denied.

Broiler Chicken Antitrust
Co-Lead Counsel

Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws.
Status: The court granted final approval to \$181M in settlements, with an additional \$22.35M preliminarily approved; litigation is ongoing with AgriStats.

Pork Antitrust
Co-Lead Counsel

Class action alleging pork producers colluded to reduce pork production to artificially inflate prices.
Status: The court granted final approval to \$95M in settlements, with an additional \$14.465M pending, and litigation against remaining defendants is ongoing.

**Poultry Processing Wage-
Fixing Antitrust**
Interim Co-Lead Counsel

Class action alleging wage-fixing agreement between the nation's biggest poultry companies.
Status: The court certified the class and granted final approval to \$398.05M in settlements — the second-largest recovery in a wage-fixing case in the U.S., as well as the largest ever antitrust settlement on behalf of low-income workers, and the second-largest antitrust wage suppression case.

**Red Meat Processing Wage-
Fixing Antitrust**

Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed.
Status: Settlements pending before the court total \$202.7M.

Turkey Antitrust
Interim Co-Lead Counsel

Class action accusing major food corporations of increasing the price of turkey in violation of antitrust laws.
Status: The court preliminarily approved \$40.495M in settlements, and litigation is ongoing against remaining defendants.

Beef Antitrust
Interim Co-Lead Counsel

Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products.
Status: Motion to dismiss denied.

Broiler Chicken Antitrust Co-Lead Counsel	Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws. Status: The court granted final approval to \$181M in settlements, with an additional \$22.35M preliminarily approved; litigation is ongoing with AgriStats.
Pork Antitrust Co-Lead Counsel	Class action alleging pork producers colluded to reduce pork production to artificially inflate prices. Status: The court granted final approval to \$95M in settlements, with an additional \$14.465M pending, and litigation against remaining defendants is ongoing.
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	Class action alleging wage-fixing agreement between the nation's biggest poultry companies. Status: The court certified the class and granted final approval to \$398.05M in settlements — the second-largest recovery in a wage-fixing case in the U.S., as well as the largest ever antitrust settlement on behalf of low-income workers, and the second-largest antitrust wage suppression case.
Red Meat Processing Wage-Fixing Antitrust	Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed. Status: Settlements pending before the court total \$202.7M.
Turkey Antitrust Interim Co-Lead Counsel	Class action accusing major food corporations of increasing the price of turkey in violation of antitrust laws. Status: The court preliminarily approved \$40.495M in settlements, and litigation is ongoing against remaining defendants.

AUTO DEFECT & EMISSIONS LITIGATION

Hagens Berman's settlements in automotive defect and emissions lawsuits are collectively valued at more than \$21.4 billion and have led to significant safety protocols and changes in the auto industry. Steve's expertise leading complex litigation has led him to be hand-selected to champion the rights of vehicle owners. He remains dedicated to unearthing new instances of defect coverups, emissions cheating and safety concerns, utilizing the firm's resources to lead the charge against negligence.

CASE	DESCRIPTION
Daimler Mercedes BlueTEC Emissions – Australia Advisory Role	Following Hagens Berman's \$700 million settlement with Mercedes for alleged emissions cheating in the U.S., the firm has taken an advisory role in comparable litigation against Daimler filed in Australia. Status: Pending and active.
FCA Chrysler Pacifica Hybrid Minivan Fire Hazard Co-Lead Counsel	Class action against Fiat Chrysler/Stellantis alleging a defect in the design of Chrysler Pacifica hybrid minivans results in spontaneous fires while vehicle is parked and off. Status: Motion to dismiss denied.
FCA Dodge RAM 2500/3500 Emissions – 2007-2012 & 2013-2018	Class action alleging Fiat Chrysler/Stellantis and Cummins placed emissions-cheating defeat devices in affected RAM trucks. Status: 2007-2012 models: motion to dismiss denied in part; 2013-2018 models: complaint filed.

[General Motors CP4 Fuel Pump Defect](#)
Class Counsel

Class action alleging Chevy Silverado and GMC Sierra trucks with a Duramax diesel 6.6 V8 engine are equipped with a defective high-pressure fuel injection pump.
Status: \$50M settlement granted final approval, class certification granted.

[Hyundai/Kia Car Theft Defect](#)
Co-Lead Counsel

Class action stemming from Hyundai and Kia's failure to equip nearly nine million vehicles with an immobilizer antitheft device
Status: Settlement granted final approval

[VW Atlas Wiring Harness Defect](#)
Co-Class Counsel

Class action accusing VW of a manufacturing defect in the door wiring harness of VW Atlas vehicles, allegedly causing vehicles' systems to malfunction.
Status: Settlement granted final approval.

SECURITIES LITIGATION

Hagens Berman's total settlements in securities litigation valued at more than \$2.9 billion, and Steve's efforts in this area have helped to recover losses for millions of individuals who have been blindsided by instances of fraud and disinformation orchestrated by publicly traded companies.

CASE	DESCRIPTION
Plantronics, Inc. (NYSE: PLT) Co-Lead Counsel	Class action representing Plantronics investors seeking to recover damages caused by violations of the Securities Exchange Act of 1934. Status: \$29.5 million settlement submitted for preliminary approval, motion to dismiss denied.
Vaxart, Inc. (NASDAQ: VXRT) Lead Counsel	Class action against Vaxart and controlling shareholder, Armistice, alleging claims under federal securities laws. Status: The court approved distribution of \$12 million settlement.
Zillow Group, Inc. (NASDAQ: Z, ZG) Class Counsel	Class action alleging defendants falsely touted the durability and acceleration of Zillow Offers and improvements to pricing models. Status: Class certification granted.

RECENT SUCCESS

Steve Berman has achieved monumental settlements within the last two years, bringing hundreds of millions of dollars of relief to classes of everyday individuals affected by pricing schemes, automotive defects and other instances of wrongdoing. Through his recent case work, Steve maintains Hagens Berman's edge and excellence in class-action litigation.

CASE NAME	DATE	RECENT SUCCESS
Visa Mastercard ATM Co-Lead Counsel	06/20/25	\$197.5M settlement with Visa and MasterCard received final approval, bringing total to \$264.24M.
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	06/06/25	\$22.78B settlement received final approval.
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	06/05/25	\$398.05M settlement received final approval.

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Pork Antitrust Co-Lead Counsel	05/31/25	Defendants' motion for summary judgment largely denied, \$95M in settlements received final approval and an additional \$14.4M pending with the court, litigation is ongoing with remaining defendants.
Seattle Children's Hospital Discrimination & Personal Injury Counsel	05/23/25	Settlement finalized.
Real Estate Commissions Antitrust Co-Lead Counsel	11/26/24	Court granted final approval to a \$418M settlement with NAR, bringing total settlements approved to \$987M, with an additional \$20M still pending.
General Motors Duramax Emissions	11/20/24	Court denied GM's motion for additional review.
Hyundai / Kia Car Theft Defect Co-Lead Counsel	10/01/24	Settlement received final approval.
Ford Super Duty Roof Crush	09/30/24	Court denied in part motion to dismiss.
BMW X and 335d Diesel Emissions	09/25/24	Settlement received final approval.
USAA Bank Interest & Fees Class Counsel	09/06/24	\$64.2M settlement granted preliminary approval.
Amazon.com COVID-19 Price Gouging Consumer Litigation	08/08/24	Washington Supreme Court allowed proposed class action to move forward.
George Washington University Tuition Payback Class Counsel	05/13/24	Settlement received final approval.
Hyundai / Kia Engine Fire Hazard Co-Lead Counsel	04/09/24	Settlement received final approval.
NCAA/EA Video Games Likeness Co-Lead Counsel	03/04/24	10,000 athletes revive EA college football videogame following NIL litigation.

CAREER HIGHLIGHTS

Steve's career highlights encompass the top cases in world history both in their historical significance and in their monetary relief. Steve's total settlements are valued at more than \$316 billion, including the infamous Big Tobacco litigation of the 90s, and have had major national impact. Steve's career highlights include Enron pension protection, justice for victims of Harvey Weinstein, restitution for those affected by Volkswagen's Dieselgate scandal, the complete remaking of college sports compensation and more.

His career focus remains clear: steadfast representation for those most in need across the nation. Steve's cases have brought widespread benefit to classes of individuals spanning industries and decades. Lawsuits he has settled have reunited Hungarian Holocaust survivors with priceless family heirlooms, and also enacted major changes in youth soccer and NCAA sports to promote safety and minimize the risk of concussions. Below are Steve's outstanding career highlights.

CASE/ROLE	IMPACT
State Tobacco Litigation Special Assistant Attorney General Representing 13 States	\$260 billion Largest civil settlement in history The multi-state agreement required tobacco companies to pay the states \$260 billion and submit to broad advertising and marketing restrictions, leaving a lasting and widespread impact.
NCAA Student Athlete Name, Image and Likeness Co-Lead Counsel	\$22.78 billion Largest antitrust settlement in history Class action against the NCAA and Power Five conferences alleging violations of federal antitrust law regarding payment to college athletes for the use of their names, images and likenesses. After two decades of fighting on behalf of athletes regarding this issue, the firm secured a monumental settlement for a class of more than 400,000 NCAA players. In addition to \$2.78 billion in past damages, the total value of new payments and benefits to college athletes under the new revenue-sharing model is expected to exceed \$20 billion over the next 10 years, making it the largest antitrust class-action settlement in history.
Visa Check/MasterMoney Antitrust Litigation Co-lead Counsel	\$25 billion Largest antitrust settlement in U.S. history at the time Agreements with Visa and Mastercard secured relief valued at as much as \$25-87 billion, and injunctive relief reducing interchange rates, among other benefits.
Volkswagen/Porsche/Audi Emissions Scandal Plaintiffs' Steering Committee and Settlement Negotiating Team	\$14.7 billion Largest ever brought against any automaker Hagens Berman's automotive legal team was the first to file in this historic lawsuit against Volkswagen for its emissions cheating and masking of harmful pollutants, culminating in a historic settlement.
Volkswagen Franchise Dealerships Lead Counsel	\$1.67 billion The firm achieved a monumental settlement on behalf of Volkswagen dealerships across the U.S. blindsided by the automaker's emissions cheating, returning an average payment to each Dealer Settlement Class Member of approximately \$1.85 million.
Toyota Sudden, Unintended Acceleration Co-lead Counsel	\$1.6 billion Largest automotive settlement in history at the time The firm did not initially seek to lead this litigation but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs.
Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement Co-lead Counsel	\$1.3 billion The firm achieved a settlement in response to a defect in 4.1 million Hyundai and Kia vehicles equipped with Theta II GDI engines putting owners at risk for spontaneous, non-collision engine fires or premature engine failure.
Mercedes BlueTEC Co-lead Counsel	\$700 million Spurred by the firm's success in the Volkswagen Dieselgate case, Steve independently tested diesel vehicles across manufacturers, uncovering additional instances of emissions-cheating, masked via illegal defeat devices.
Apple E-Books Antitrust Co-lead Counsel	\$568 million This antitrust lawsuit alleged Apple and five of the nation's top

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	publishers colluded to raise the price of e-books for U.S. consumers. Steve's litigation resulted in an unheard of recovery equal to twice consumers' actual damages. Apple took the case to the U.S. Supreme Court, where it denied Apple's request to review the case.
McKesson Drug Class Litigation Co-lead Counsel	\$350 million Steve was named co-lead counsel in this action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.
Average Wholesale Price Litigation	\$338 million Drug prices charged to consumers and payers across the nation are significantly more than the cost to produce them. In many cases, Big Pharma conspires with other companies to create these false profits. Hagens Berman has helped several classes of plaintiffs obtain multimillion-dollar judgments.
Enron Pension Protection Litigation Co-lead Counsel	\$250 million Attorneys represented 24,000 Enron employees claiming the company recklessly endangered retirement funds, causing some employees to lose hundreds of thousands of dollars almost overnight, in a major economic milestone in U.S. history.
BoA Home Loans	\$250 million Following the historic market crash in 2008, Hagens Berman filed this class action against Bank of America, Countrywide and LandSafe, alleging their collusion was in direct violation of the RICO Act and other laws.
McKesson Governmental Entity Class Litigation Lead Counsel	\$82 million Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.
JPMorgan Madoff Lawsuit	\$218 million This historic settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion, in which Hagens Berman returned hundreds of millions of dollars on behalf of Bernard L. Madoff investors.
NCAA Athletic Grant-in-Aid Cap Antitrust Co-lead Counsel	\$208 million Steve pioneered this historic case which forever changed NCAA sports and the lives of 53,748 class members. The case culminated in a \$208 million settlement regarding damages and injunctive relief secured through a unanimous U.S. Supreme Court decision in favor of plaintiffs. According to the Court, the NCAA "permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education" that conferences or schools may make available. Schools are now allowed to provide benefits tethered to education up to \$6,000 annually.

Apple iOS App Developers
Class Counsel**\$100 million**

Hagens Berman represented developers of iOS apps sold via Apple's App Store or featuring in-app sales, alleging the tech giant engaged in anticompetitive practices that harmed developers. The settlement brings important changes to App Store policies and practices. U.S. iOS app developers with less than \$1 million per year in proceeds from App Store sales through all associated developer accounts across the nation can receive hundreds to tens of thousands of dollars from the fund.

Google Play Store App Developers
Co-lead Counsel**\$90 million**

This antitrust class action accused Google of monopolizing its Play Store through anticompetitive policies, affecting small businesses across the nation. Attorneys for the class of roughly 43,000 Android app developers say some class members will likely see payments in the hundreds of thousands of dollars.

Zuora Investor Fraud
Lead Counsel**\$75.5 million**

In a showcase of Steve's securities litigation expertise, this settlement achieved in 2023 provides significant relief to purchasers of the securities of Zuora across the U.S.

NCAA Concussions
Lead Counsel**\$75 million**

Hagens Berman served as lead counsel in this multidistrict litigation against the NCAA, achieving medical monitoring and injunctive relief in the form of changes to concussion management and return-to-play guidelines. The lawsuit alleged the institutions neglected to protect college athletes from concussions and their aftermath at schools across the country.

NCAA/Electronic Arts Name and Likeness
Co-lead Counsel**\$60 million**

This first-of-its-kind lawsuit ushered in the first time that hardworking college athletes saw some of the profits from the use of their likeness in video games. More than 24,000 individuals were eligible to receive payment, and checks were issued for up to \$7,600, with a median around \$1,100.

Harvey Weinstein Sexual Harassment**\$17.1 million**

As the #MeToo movement hit a fever pitch moment, Hagens Berman's Steve Berman represented a class of those harmed by Harvey Weinstein, a kingpin of sexual harassment in Hollywood. The firm litigated the case through to bankruptcy proceedings in 2020.

Youth Soccer Concussions

Steve pioneered this first-of-its-kind lawsuit that ended heading for US Soccer's youngest players to diminish risk of concussions and traumatic brain injuries, changing the game for youth players across the U.S.

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society's ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship.

- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

RECOGNITION

- Class Action MVP of the Year, Law360, 2016-2020, 2025
- Lawyer of the Year, Product Liability Litigation — Plaintiffs, Best Lawyers, 2024-2025
- Lawyer of the Year, Litigation – Securities, Seattle, Best Lawyers, 2025
- The Best Lawyers in America, Antitrust Law, Best Lawyers, 2025-2026
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024-2026
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2023-2026
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024-2026
- The Best Lawyers in America, Product Liability Litigation — Plaintiffs, Best Lawyers, 2023-2026
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022, 2025
- 500 Leading Lawyers in America, Plaintiff Consumer Lawyers, Lawdragon, 2019-2025
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2018, 2019, 2021, 2024
- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- 500 Leading Lawyers in America, Plaintiff Financial Lawyers, Lawdragon, 2019-2025
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- 500 Leading Lawyers in America, Lawdragon, 2014-2019
- Finalist for Trial Lawyer of the Year, Public Justice, 2014
- One of the 100 Most Influential Attorneys in America, The National Law Journal, 2013
- Most Powerful Lawyer in the State of Washington, The National Law Journal, 2000
- One of the Top 10 Plaintiffs' Firms in the Country, The National Law Journal

PRESENTATIONS

- Steve is a frequent public speaker and has been a guest lecturer at Stanford University, University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international Hagens Berman Axeon cycling team.



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YEARS OF EXPERIENCE

48

PRACTICE AREAS

[Class Action](#)
[Investor Fraud](#)
Securities

BAR ADMISSIONS

- California
- Illinois
- Florida

COURT ADMISSIONS

- U.S. District Court for the District of Massachusetts

EDUCATION

**UNIVERSITY OF MIAMI
SCHOOL of LAW**
University of Miami School of
Law, J.D., 1977

UNIVERSITY OF MIAMI
University of Miami, B.A., 1974

PARTNER

Reed R. Kathrein

Mr. Kathrein represents institutional, government and individual investors in securities fraud and corporate governance cases.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Regular public speaker on securities, class action and consumer law issues

EXPERIENCE

- Litigated over 100 securities fraud class actions
- Worked behind the scenes in shaping the Private Securities Litigation Reform Act, the Securities Litigation Uniform Standards Act and the Sarbanes-Oxley Act
- Lawyer Representative, Ninth Circuit Court of Appeals
- Lawyer Representative, U.S. District Court for the Northern District of California, 2008-2011
- Chaired the Magistrate Judge Merit Selection Panel, U.S. District Court, Northern District of California, 2006-2008
- Co-chaired the Securities Rules Advisory Committee, U.S. District Court, Northern District of California, 2004-2006

LEGAL ACTIVITIES

- Member, National Association of Public Pension Attorneys (NAPPA)
- Member and Speaker, National Conference on Public Employee Retirement Systems (NCPERS)
- Member, Council of Institutional Investors (CII)
- Member, State Association of County Retirement Systems (SACRS)
- Member, National Council on Teacher Retirement (NCTR)
- Member, California Association of Public Retirement Systems (CALAPRS)
- Member, Michigan Association of Public Employee Retirement Systems (MAPERS)
- Member, Illinois Public Pension Fund (IPPFA)
- Member, Standing Committee on Professional Conduct, U.S. District Court, Northern District of California (Term expires 2017)
- Expedited Trial Rules Committee, U.S. District Court, Northern District of California, 2010-2012

- Lawyer to the Ninth Circuit Court of Appeals, U.S. District Court, Northern District of California, 2008-2011
- Chair/ Member, Magistrate Judge Merit Selection Panel, U.S. District Court, Northern District of California, 2006-2008

RECOGNITION

- Super Lawyer, Super Lawyers Magazine, 2007-2019

NOTABLE CASES

- Litigated over 100 securities fraud class actions including cases against 3Com, Adaptive Broadband, Abbott Laboratories, Bank of America, Capital Consultants, CBT, Ceridian, Commtouch, Covad, CVXT, ESS, Harmonics, Intel, Leasing Solutions, Nash Finch, Northpoint, Oppenheimer, Oracle, Pemstar, Retek, Schwab Yield Plus Fund, Secure Computing, Sun Microsystems, Tremont (Bernard Madoff), Titan, Verifone, Whitehall, and Xoma
- Litigated many consumer, employment and privacy law cases including AT&T Wiretapping Litigation, Costco Employment, Solvay Consumer, Google/Yahoo Internet Gambling, Vonage Spam, Apple Nano Consumer, Ebay Consumer, LA Cellular Consumer, AOL Consumer, Tenet Consumer and Napster Consumer

MEDIA INTERVIEWS & COMMENTARY

- “Billionaire Tom Siebel faces tumult at C3.ai as investor lawsuit, short sellers question metrics,” CNBC, June 2, 2023
- “Grilling Musk: use CEO’s tweets, thin skin against him, trial experts say,” Reuters, Jan. 18, 2023

PRESENTATIONS

- “Incoming! How the New Administration’s Approach to Securities Laws and Regulations Affect Investors and Markets,” MAPERS, Spring Conference, May 2017
- “Occupy Wall Street through Reform of the Securities Law,” NCPERS, Legislative Conference, February 2012
- “Legal Issues Facing Public Pensions,” Opal, Public Funds Summit, January 2012
- “Protection vs. Interference – What the New Federal Regulations Mean to Institutional Investors,” NCPERS, Annual Conference, May 2011” The Immediate Need for Congress to Act on Investor Friendly Legislation,” NCPERS, Annual Conference, May 2010
- “Investor Friendly Legislation in Congress,” NCPERS, Legislative Conference, February 2010

PERSONAL INSIGHT

Reed is a recovering rock-and-roll drummer and banjo ukulele player. His rock band, the Stowaways, was voted 4th best in the State of Illinois out of 300 bands in the Jaycees Battle of the Bands. In his spare time, Reed works on playing Stairway to Heaven (drums) in his garage or Somewhere Over the Rainbow (banjo ukulele) in the High Sierra mountains.



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YEARS OF EXPERIENCE

17

PRACTICE AREAS

[Class Action](#)

[Investor Fraud](#)

[Securities](#)

BAR ADMISSIONS

- California
- Colorado

COURT ADMISSIONS

- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Northern District of California
- U.S. District Court for the Northern District of California (Bankruptcy Court)
- U.S. District Court for the Central District of California
- U.S. District Court for the Southern District of California

PARTNER

Lucas E. Gilmore

Investigates, analyzes and prosecutes complex securities matters.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Advises institutional, government and individual investors on issues related to corporate governance, shareholder rights and securities litigation
- Key member of the firm's investor fraud team in which he, along with a group of attorneys, financial analysts, and investigators, counsels the firm's investor clients on their legal claims and prosecutes financial fraud cases

EXPERIENCE

- Litigated dozens of securities class actions against the largest companies and banks, including BNY Mellon, BP, Citibank, Deutsche Bank, HSBC, Quality Systems, Symantec, U.S. Bank and Wells Fargo
- Prosecuted a number of cases related to the financial crisis, including several actions arising out of the issuance of residential mortgage-backed securities and other complex financial products
- Represented litigants in all phases of litigation, at both the trial court and appellate levels

LEGAL ACTIVITIES

- Member, National Association of Public Pension Attorneys (NAPPA)
- Member, State Association of County Retirement Systems (SACRS)

RECOGNITION

- Rising Star: Securities, Super Lawyers, 2014-2017

PUBLICATIONS

- "The Fraud-on-the-Market Presumption Is Alive and Well," Association of Business Trial Lawyers, San Diego, ABTL Report, Fall 2014

PRESENTATIONS

- Moderator, "Corporate Heroism — The Whistleblower," Bernstein Litowitz Berger & Grossmann LLP, Real-Time Speaker Series, November 17, 2016
- Moderator, "Corporate Disclosure of Climate Change and Sustainability Risks and Practices," Bernstein Litowitz Berger & Grossmann LLP, Real-Time Speaker Series, March 17, 2016

EDUCATION

UC HASTINGS
COLLEGE OF THE LAW

University of California Hastings
College of the Law, JD, 2007

**VANDERBILT**
UNIVERSITY

Vanderbilt University, BA,
cum laude, 2002

PERSONAL INSIGHT

Outside of the office, Mr. Gilmore enjoys boxing and serving as Defensive Coordinator of his sons' flag football teams.



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YEARS OF EXPERIENCE

34

PRACTICE AREAS

Antitrust Litigation
Class Action
Consumer Rights
Investor Fraud
Pharmaceutical Fraud
Securities
Tax Law

INDUSTRY EXPERIENCE

- Tobacco
- Online Travel Companies

BAR ADMISSIONS

- Arizona
- Washington

COURT ADMISSIONS

- U.S. Court of Appeals for the Ninth Circuit

EDUCATION



**SEATTLE
UNIVERSITY
SCHOOL OF LAW**

Seattle University School of Law,
J.D., cum laude, 1993

PARTNER

Christopher A. O'Hara

Chris O'Hara is a partner at Hagens Berman Sobol Shapiro where he has worked since 1997. He practiced for nearly five years in the firm's Phoenix office before returning to the Seattle office, where he currently concentrates on antitrust, consumer, tax and securities class actions.

Mr. O'Hara leads the firm's notice and settlement department, where he is responsible for managing complex class action settlements and remediation programs, including the selection, retention and supervision of legal notice and administration firms.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP
- Practice focuses on antitrust, consumer, tax and securities class actions
- Key role in working with claims administrators on all class settlements and class notice programs

NOTABLE CASES

- *Tobacco Litigation* (\$260 billion multi-state settlement)
- *NCAA Student-Athlete Name, Image and Likeness* (House/Hubbard), \$2.7 billion in settlements
- *Microsoft Antitrust Litigation*, 20 individual state settlements totaling over \$2.7 billion (defense)
- *Toyota Unintended Acceleration Litigation*, \$1.6 billion settlement
- *Real Estate Commissions Antitrust Litigation*, over \$1 billion in settlements
- *Mercedes BlueTEC Litigation*, \$700 million settlement.
- *In re Electronic Books Antitrust Litigation*, \$566 million in settlements
- *Jien v. Perdue Farms Wage-Fixing Antitrust Litigation*, \$398 million in settlements
- *In re Stericycle, Inc., Steri-Safe Contract Litigation*, \$295 million settlement
- *Mackmin et al. v. Visa Inc. et al. Antitrust Litigation*, \$264.5 million in settlements
- *Charles Schwab Yieldplus Funds Securities Litigation*, \$235 million settlement
- *USC, Dr. Tyndall Sexual Harassment Litigation*, \$215 million settlement
- *In re NCAA Athletic Grant-in-Aid Cap Antitrust Litigation*, \$208 million settlement

**UNIVERSITY of
WASHINGTON**

University of Washington, B.A.,
Political Science, French Language
and Literature, 1987

AWARDS

- *In re Broiler Chicken Antitrust Litig.*, recovery to date of \$203.35 million in settlements.
- *In re Optical Disk Drive Antitrust Litigation*, \$205 million in settlements
- *In re Animation Workers Antitrust Litigation*, \$168.95 million in settlements
- *Expedia Hotel Taxes and Fees Litigation*, \$134 million settlement
- *In re Pork Antitrust Litigation*, over \$109 million in settlements to date
- *Apple iOS APP Developers Litigation*, \$100 million settlement
- *In re NCAA Student-Athlete Concussion Litigation*, \$75 million settlement and 50-year medical monitoring program
- *In re Lithium Ion Batteries Antitrust Litigation*, \$113.45 million in settlements
- *Zuora Securities Litigation*, \$75.5 million settlement
- *NCAA/Electronic Arts Name and Likeness Litigation*, \$60 million in settlements

EXPERIENCE

- Cozen & O'Connor, Associate, 1993-1997
- Crowell & Moring, Paralegal, 1988-1990

RECOGNITION

- Rising Star, Washington Law and Politics, 2003

LANGUAGES

- French

RELATED SETTLED CASES

- Immunomedics, Inc. (NASDAQ: IMMU)



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YEARS OF EXPERIENCE

22

PRACTICE AREAS

Civil & Human Rights
Antitrust Litigation
Automotive Litigation
Class Action
Consumer Protection
Racketeering

BAR ADMISSIONS

- District of Columbia
- New York
- Washington

COURT ADMISSIONS

- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Northern District of New York
- U.S. District Court for the Western District of Washington

CLERKSHIPS

- The Honorable Louis F. Oberdorfer, U.S. District Court for D.C.

PARTNER

Jerrod C. Patterson

Mr. Patterson served as a federal prosecutor for more than nine years, prosecuting tax cases, fraud and other financial crimes. He has extensive experience trying complex cases to verdict.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP

Practice focuses on antitrust and other fraud and RICO cases, including *Generic Pharmaceuticals Pricing Antitrust*, *In re Animation Workers Antitrust Litigation* and *Ford/GM CP4 Injection Pump Defect*

- Extensive experience in handling complex multidistrict cases
- Mr. Patterson brings to the firm extensive trial experience and a history of prosecuting complex fraud cases, including tax fraud, bank fraud, wire fraud, and money laundering

EXPERIENCE

- Prior to joining Hagens Berman, Mr. Patterson served as an Assistant United States Attorney at the U.S. Attorney's Office in Seattle, WA.
 - Prosecuted complex fraud cases, including tax fraud, bank fraud, wire fraud and, money laundering, and prescription fraud
 - Served as Project Safe Childhood Coordinator; led efforts to investigate and prosecute child pornography and child exploitation cases
 - Led prosecution of large-scale drug trafficking organizations, including cartels and street gangs, to interdict drug smuggling and investigate money laundering
- Trial Attorney, U.S. Department of Justice Washington, D.C., Tax Division, Northern Criminal Enforcement Section
 - Co-chaired prosecution of two defendants, in separate trials, for scheme to defraud the Cleveland Catholic Diocese
- Special Assistant U.S. Attorney, U.S. Attorney's Office for D.C. Nov. 2006 – May 2007
 - Prosecuted 22 bench trials in Sex Offense/Domestic Violence Section
- Associate, Wilmer Cutler Pickering (WilmerHale)

RECOGNITION

- Outstanding Performance as a Special Assistant U.S. Attorney, U.S. Attorney General, 2010
- Outstanding Tax Division Attorney, Assistant Attorney General, 2009
- Outstanding Tax Division Attorney, Assistant Attorney General, 2008

- U.S. Senate Judiciary Committee, Senator Leahy, Washington, D.C.

EDUCATION

Berkeley Law

University of California, Berkeley
School of Law, J.D., top 15% of
graduating class, 2002

JOHNS HOPKINS
SCHOOL of ADVANCED
INTERNATIONAL STUDIES

Johns Hopkins University, School
of Advanced International
Studies, M.A., International
Economics and International
Relations, Graduated *with
distinction* (top 10%), 1997

**BROWN**
UNIVERSITY

Brown University A.B.,
International Relations, magna
cum laude, 1995

- Best Financial Investigation in the Nation, Organized Crime and Drug Enforcement Task Force, 2012

NOTABLE CASES

- *In re Generic Pharmaceuticals Pricing Antitrust Litig.* (E.D. Pa.): Class-action antitrust case against over two dozen generic pharmaceutical manufacturers for conspiring to fix the price of generic drugs, settlements to date against six defendants total \$395 million
- *CP4 High-Pressure Fuel Pump Litigation*: A series of class-action cases against General Motors (GM), Ford, and Nissan for their use of a defective high pressure fuel pump that generates metallic shavings and can lead to catastrophic failure of the engine. Settlement with GM for \$50 million; litigation against Ford and Nissan ongoing.
- *In re Animation Workers Antitrust Litigation*, 14-cv-4062 LHK (N.D. Cal.): Class-action antitrust case against major animation studios for conspiring to fix wages of their animators; the parties settled the case for \$169 million.
- *In re Lithium Ion Batteries Antitrust Litig.*, 12-cv-5129 YGR (N.D. Cal.): Class-action antitrust case against large battery producers for conspiring to fix prices. The parties settled the case for a total of \$113 million
- As a federal prosecutor, led or co-chaired 11 federal jury trials, and 22 bench trials

PERSONAL INSIGHT

Although not a Washington state native, Mr. Patterson has quickly adopted Seattle as his hometown. In his spare time, he and his family enjoy the local wineries, lakes and hiking trails.



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YEARS OF EXPERIENCE

11

BAR ADMISSIONS

- Illinois

COURT ADMISSIONS

- U.S. District Court for the
Northern District of Illinois

EDUCATION



VANDERBILT
UNIVERSITY

Vanderbilt University Law School,
J.D., 2013



Tufts University, B.A.,
magna cum laude, 2008

PARTNER

Peter A. Shaeffer

Mr. Shaeffer has represented clients in class action and complex commercial litigation in areas of securities fraud, consumer protection, product liability and contractual disputes.

CURRENT ROLE

- Partner, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to joining Hagens Berman, Peter was an associate at Latham & Watkins LLP, where he represented clients in class action and complex commercial litigation in areas of securities fraud, consumer protection, product liability and contractual disputes.
- Previously, Mr. Shaeffer was a judicial intern for the Hon. Jeffrey Cole of the United States District Court for the Northern District of Illinois, and also served as a paralegal specialist for the U.S. Department of Justice's antitrust division.

PERSONAL INSIGHT

Originally from the Chicagoland area, Mr. Shaeffer enjoys jogging along the 606 trail, partaking in the city's brewery scene, and spending time with his wife and young dog, Wolfie.



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YEARS OF EXPERIENCE

29

PRACTICE AREAS

Class Action

Investor Fraud

Securities

INDUSTRY EXPERIENCE

- Accounting (CPA)

EDUCATION



**GEORGETOWN
LAW**

Georgetown University Law
Center, J.D.



UNIVERSITY of VIRGINIA

University of Virginia, B.S.,
Accounting

OF COUNSEL

Karl Barth

Key member on firm's securities fraud cases against companies such as Boeing, Einstein Noah Bagel Corp., Pepsi Puerto Rico Bottling Co., PriceCostco, Templeton Vietnam Opportunities Fund and Wall Data

CURRENT ROLE

- Of Counsel, Hagens Berman Sobol Shapiro LLP
- Previously with the firm from 1994 through 2004 before he rejoined in 2010
- Key member on firm's securities fraud cases against companies such as Boeing, Einstein Noah Bagel Corp., Identix, Midcom Communications, MidiSoft, Oppenheimer Delta Partners, Pepsi Puerto Rico Bottling Co., PriceCostco, Templeton Vietnam Opportunities Fund and Wall Data
- Represents investors seeking to protect assets and recover investment losses from companies engaged in securities and accounting wrongdoing

EXPERIENCE

- Certified Public Accountant
- Certified Fraud Examiner
- Certified in Financial Forensics
- Consultant at a national financial consulting firm specializing in expert witness testimony on accounting and financial issues
- Graduated from Georgetown University Law Center, and from the University of Virginia with a B.S. in Accounting



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YEARS OF EXPERIENCE

30

PRACTICE AREAS

[Class Action](#)

[Investor Fraud](#)

[Securities](#)

BAR ADMISSIONS

- California

COURT ADMISSIONS

- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court for the Northern District of California
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the District of Colorado
- Supreme Court of California
- Supreme Court of Florida
- Supreme Court of Illinois

EDUCATION



OF COUNSEL

Robert A. Jigarjian

Rob brings a combination of securities industry and complex litigation experience to the firm and its clients.

CURRENT ROLE

- Of counsel, Hagens Berman Sobol Shapiro LLP
- Practice primarily focuses on identifying and developing securities and derivative actions

EXPERIENCE

- Prior to joining Hagens Berman, he worked as a partner at law firms practicing primarily in securities and derivative litigation. Rob also owned his own firm within the same practice areas.
- While in law school, Rob interned with the United States Securities and Exchange Commission and worked for two prominent securities class action firms.
- Before attending law school, Rob worked for several years as an institutional sales trader for a boutique Wall Street investment bank where he specialized in analyzing and trading bank-issued securities with the firm's institutional investor clients.

LEGAL ACTIVITIES

- Rob served as a voluntary discovery referee for the California Superior Court for the county of Marin to help minimize judicial resources during discovery disputes.

NOTABLE CASES

Matters on which Rob has worked and helped investors, corporations and a bankruptcy trustee to obtain significant recoveries include the following:

- *In re Equitec Rollup Litigation*, No. C-90-2064 (N.D. Cal.)
- *In re Prison Realty Securities Litigation*, No. 3:99-0452 (M.D. Tenn.)
- *In re Digex, Inc. Shareholders Litigation*, C.A. No. 18336 (Del. Ch.)
- *Isco v. Kraemer*, No. CV 95-08941 (Super. Ct., Maricopa Co., Ariz.)
- *Saito v. McKesson HBOC, Inc.*, No. 376, 2001 (Del.)
- *Saito v. McCall (Del. Ch.) Scheonfeld, et al. v. XO Communications, Inc.*, No. 01-018358 (N.Y. Sup. Ct., Nassau County)
- *In re Salomon Analyst Litigation (S.D.N.Y.) Hermerding v. Tripathi, et al.*, Adv. No. 09-5004 (Bankr. N.D. Cal.)

PERSONAL INSIGHT

Rob's interests include motorcycling, hiking, his wife-imposed sous chef duties (she wasn't wild about Rob's fried avocados) and frequent visits to family in northern Germany.



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YEARS OF EXPERIENCE

7

BAR ADMISSIONS

- Illinois
- Missouri

COURT ADMISSIONS

- U.S. District Court for the Southern District of Illinois
- U.S. District Court for the Eastern District of Missouri
- U.S. District Court for the Western District of Missouri

CLERKSHIPS

- Judge Sarah E. Pitlyk, U.S. District Court for the Eastern District of Missouri, 2020

EDUCATION



University of Pennsylvania Law School, J.D., 2017



University of Pennsylvania, B.A., 2013, summa cum laude

ASSOCIATE

Nathan Emmons

Nathan is dedicated to advocating for his clients in class actions and other complex litigation against powerful corporations.

CURRENT ROLE

- Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- Prior to Hagens Berman, Nathan worked as an associate at another plaintiff-side firm focusing on prosecuting class actions and other complex litigation in district and appellate courts, including ERISA and other fiduciary breaches, biometric privacy and False Claims Act violations.
- As a law clerk to the Honorable Sarah E. Pitlyk in the U.S. District Court for the Eastern District of Missouri, Nathan drafted memoranda and orders in various actions related to business contract disputes, anti-trust, intellectual property, insurance, employment, civil rights and class actions.

PRO BONO

- Nathan has secured criminal expungements on behalf of clients seeking new employment, professional certifications, and the removal of the stigma associated with a criminal conviction.

ACTIVITIES

- From 2019 to 2021, Nathan was the Board President of The SoulFisher Ministries, a non-profit organization that responds to the needs of youth with incarcerated parents and promotes restorative justice for currently and formerly incarcerated women.

LANGUAGES

- Spanish
- German

PERSONAL INSIGHT

Outside of his law practice, Nathan enjoys traveling, exercise, board games and rooting for the St. Louis Cardinals.

EXHIBIT 7

EXHIBIT 7

In Re Luna Innovations, Inc., Securities Litigation
Case No. 2:24-cv-02630-CBM-KS

HAGENS BERMAN SOBOLO SHAPIRO LLP

EXPENSE CHART

EXPENSE CATEGORY	AMOUNT
Airfare	\$1,298.92
Court Reporters/Depositions	\$0.00
Outside Copy Service	\$0.00
Expert Fees	\$14,530.00
Overnight Shipping	\$252.41
Court Fees/Filing Fees	\$937.25
Hotel	\$489.93
Meals	\$268.06
Online Services/Legal Research (LexisNexis, Westlaw, PACER)	\$1,741.98
Messenger/Process Service	\$2,437.05
Mediation Fees	\$17,500.00
Transportation/Travel Expenses (Taxis, Car Rental, Train)	\$495.80
Parking	\$0.00
Internal Prints/Copies at \$0.25 per page	\$543.25
Miscellaneous Costs	\$0.00
TOTAL	\$40,494.65