IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRIAN HALL, Derivatively on Behalf of INNOVAGE HOLDING CORP., Plaintiff, v. MAUREEN HEWITT, BARBARA GUTIERREZ, JOHN ELLIS BUSH, ANDREW CAVANNA, CAROLINE DECHERT, EDWARD KENNEDY, JR., PAVITHRA MAHESH, THOMAS SCULLY, MARILYN TAVENNER, SEAN TRAYNOR, and RICHARD ZORETIC, Defendants, and INNOVAGE HOLDING CORP., Nominal Defendant.	C.A. No. 2023-0527-PAF

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release (the "Stipulation") in the above-captioned stockholder derivative action (the "Action") is made and entered into as of April 30, 2026, by and among: (i) plaintiff Brian Hall ("Plaintiff"), individually and derivatively on behalf of InnovAge Holding Corp. ("InnovAge" or the "Company"); (ii) defendants Maureen Hewitt, Barbara Gutierrez, John Ellis Bush, Andrew Cavanna, Caroline Dechert, Edward Kennedy, Jr., Pavithra Mahesh, Thomas Scully, Marilyn Tavenner, Sean Traynor, and Richard Zoretic (collectively, the "Individual Defendants"); and (iii) nominal defendant InnovAge (together with Plaintiff and Individual Defendants, the "Parties," and each a "Party"), by and through their respective undersigned counsel.

This Stipulation states all of the terms and conditions of the settlement and resolution of the claims asserted in the Action (the "Settlement") and is intended by the Parties to fully, finally, and forever release, resolve, compromise, settle, and discharge the Released Claims against the Released Parties and dismiss the Action with prejudice, upon approval by the Court of Chancery of the State of Delaware (the "Court") and subject to the terms and conditions hereof.

WHEREAS:

A. On April 20, 2022, Plaintiff Brian Hall served on InnovAge's Board of Directors (the "Board") a demand pursuant to 8 Del. C. § 220 for books and records concerning, among other things, deficiencies in InnovAge's Program of All-Inclusive Care for the Elderly ("PACE") operations, the Board's oversight of PACE regulatory compliance, sanctions imposed by the Centers for Medicare and Medicaid Services ("CMS") and state regulators, and alleged misstatements in InnovAge's public filings regarding the quality and compliance of its PACE programs. From June 2022 through February 2023, more than 5,200 pages of documents were provided to the Plaintiff.

B. On May 18, 2023, Plaintiff commenced the Action, captioned

Hall v. *Hewitt*, C.A. No. 2023-0527-PAF, in the Court, asserting a single count for breach of fiduciary duty derivatively on behalf of InnovAge against the Individual Defendants. The Action alleges that the Individual Defendants failed to address systemic compliance deficiencies at InnovAge's PACE centers, failed to ensure the accuracy of InnovAge's public statements concerning the quality of care provided to PACE participants, and caused or allowed InnovAge to make materially misleading statements in its public filings.

C. Following the filing of the Action, the Parties entered into a stipulated stay of all proceedings pending the resolution of the motion to dismiss in the related securities class action, *El Paso Firemen & Policemen's Pension Fund v. InnovAge Holding Corp.*, No. 21-cv-02770-WJM-SBP (D. Colo.) (the "Securities Class Action").

D. On December 21, 2023, the United States District Court for the District of Colorado granted in part and denied in part the defendants' motion to dismiss the Securities Class Action.

E. On January 22, 2024, the Parties in this Action entered into a second stipulated stay pending the close of fact discovery in the Securities Class Action, during which period Defendants produced approximately 430,000 pages of documents to Plaintiff.

F. On June 24, 2025, the Parties engaged in a full-day mediation session before Robert Meyer, Esq. of JAMS (the "Mediator"), which included written mediation submissions and negotiations. Although the mediation did not result in an immediate settlement, the Parties continued negotiations with the substantial assistance of the Mediator through the fall and winter of 2025.

G. Following negotiations and with the substantial assistance of the Mediator, Plaintiff and Defendants reached an agreement in principle to settle the Released Claims.

H. This Stipulation is not and shall not be construed as or deemed to be evidence of an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

I. Plaintiff continues to believe that the claims asserted in the Action have legal merit but also believes the Settlement set forth below provides substantial and immediate benefits for InnovAge and its stockholders. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiffs' Claims; (ii) the probability of success on the merits of the Released Plaintiffs' Claims; (iii) problems of proof associated with, and possible defenses to, the

Released Plaintiffs' Claims; (iv) the probability of recovering equitable relief and/or damages at trial; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiffs' Claims against the Individual Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of InnovAge and InnovAge's stockholders to settle the Released Plaintiffs' Claims on the terms set forth herein.

J. Based on Plaintiff's Counsel's review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon InnovAge and its stockholders. Based upon Plaintiff's Counsel's and Plaintiff's evaluation, Plaintiff has determined that the Settlement is in the best interests of InnovAge and its stockholders and has agreed to the terms and conditions set forth herein.

K. The Individual Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action, and make no admission of liability or any form of wrongdoing whatsoever. Without limiting the generality of the foregoing, the Individual Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty or aided and abetted any such breach or wrongdoing. The Individual Defendants expressly maintain that at all relevant times they acted properly, in good faith, and diligently and scrupulously complied with their statutory, fiduciary, and other legal duties. The Individual Defendants are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to finally and forever put to rest, resolve, and terminate the Released Plaintiffs' Claims.

L. The Individual Defendants and InnovAge agree that the Action was filed in good faith and was not frivolous and is being settled voluntarily by the Defendants. The Parties agree that throughout the course of the litigation, all Parties and their counsel complied with the provisions of Delaware Court of Chancery Rule 11.

M. This Stipulation is intended to fully, finally, and forever release, relinquish, settle, and discharge the Released Claims against the Released Parties.

NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by and among the Parties hereto, subject to the approval of the Court, that, pursuant to Court of Chancery Rule 23.1 and the other conditions set forth herein, for the good and valuable consideration set forth herein to be conferred on InnovAge and its stockholders, the Action shall be fully and finally settled, compromised, and dismissed on the merits with prejudice as to the Individual Defendants, upon and subject to the terms and conditions of this Stipulation. The Released Claims shall be fully, finally, and forever released, relinquished, settled, and discharged with prejudice as to the Released Parties in the manner and upon the terms and conditions set forth herein.

I. Definitions

In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and any Exhibits attached hereto shall have the meanings specified below:

a) "Business Day" means any day that is not a Saturday, Sunday, or other day on which the state courts in Delaware are closed.

b) "Corporate Governance Enhancements" means the corporate governance measures set forth in **Exhibit A** to this Stipulation.

c) "Current InnovAge Stockholder" means any Person who is a record or beneficial owner of InnovAge common stock as of the close of business on the date of this Stipulation.

d) "Defendants" means, collectively, the Individual Defendants and nominal party InnovAge.

e) "Defendants' Counsel" means the law firms of Morris, Nichols, Arsht & Tunnell LLP and Sullivan & Cromwell LLP.

f) "Effective Date" means the first Business Day following the date the Judgment becomes Final.

g) "Fee and Expense Amount" means the sum of $600,000 in attorneys' fees and expenses to be paid from the Monetary Settlement Amount to Plaintiff's Counsel in connection with the Settlement and subject to approval by the Court.

h) "Fee and Expense Application" means the application by Plaintiff's Counsel to be filed with the Court for an award of attorneys' fees and payment of litigation expenses.

i) "Final," when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, re-argument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, re-argument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, re-argument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, re-argument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Amount shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment or prevent, limit, delay, or hinder entry of the Judgment.

j) “Final Approval” means the entry by the Court of an order finally approving the Settlement.

k) “Insurers” means InnovAge’s insurance carriers, as applicable and in accordance with what is commonly referred to as “Side A” coverage of their policies.

l) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as **Exhibit D** hereto.

m) “Monetary Settlement Amount” means a monetary payment of one million, eight hundred and forty-seven thousand and four hundred and sixty-four United States Dollars ($1,847,464.00) to be paid or caused to be paid by Defendants to InnovAge as part of the consideration for the Settlement contemplated by this Stipulation. The Monetary Settlement Amount is an all-in settlement number, meaning that it includes not only amounts to resolve claims and allegations in this Action but also all attorneys’ fees and expenses awarded to Plaintiff’s Counsel.

n) “Net Settlement Amount” means the Monetary Settlement Amount less the Fee and Expense Amount.

o) “Notice” means the Notice of Pendency of the Action, Proposed Settlement of the Action, and Settlement Hearing, substantially in the form attached hereto as **Exhibit C**.

p) “Notice Costs” means the costs and expenses associated with disseminating the Notice.

q) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

r) “Plaintiff” means Brian Hall.

s) “Plaintiff’s Counsel” means Glancy Prongay Wolke & Rotter LLP (f.k.a. Glancy Prongay & Murray LLP) and Johnson Fistel, PLLP.

t) “Released Claims” means the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

u) “Released Defendant Parties” means (i) the Individual Defendants; (ii) InnovAge; and (iii) each of the foregoing’s respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, limited partners, general partners, partnerships, members, managers, consultants, bankers, financial advisors, publicists, accountants, auditors, immediate family members, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

v) "Released Defendants' Claims" means, as against the Released Plaintiff Parties, all claims and causes of action, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for claims to enforce this Stipulation or the Settlement.

w) "Released Parties" or "Released Party" means the Released Plaintiff Parties and Released Defendant Parties collectively or individually, as the context requires.

x) "Released Plaintiff Parties" means (i) Plaintiff; and (ii) each of the foregoing's respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, limited partners, general partners, partnerships, members, managers, consultants, bankers, financial advisors, publicists, accountants, auditors, immediate family members, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

y) "Released Plaintiffs' Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, controversies, and causes of action of any and every kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, whether arising under or based on state, local, federal, common, statutory, regulatory, foreign, or other law or rule, or in equity, against any of the

Released Defendant Parties that (i) were asserted in any complaint filed in the Action; or (ii) were asserted, could have been asserted, now could be asserted, or in the future could be, can be, or might be asserted by InnovAge, or by Plaintiff or any other Company stockholder acting derivatively on behalf of the Company, in any other court, tribunal, proceeding, or forum, that concern, involve, arise out of, or relate to any of the facts, allegations, practices, events, claims, disclosures, non-disclosures, occurrences, representations, statements, matters, transactions, conduct, actions, failures to act, omissions, or circumstances as those set forth in any complaint filed in the Action; provided, however, that the Released Plaintiffs' Claims shall not include (i) any claims to enforce this Stipulation or the Settlement, or (ii) any claim that any Party may have against any Insurer that concerns, involves, arises out of, or relates to the subject matter of the Action, including with respect to obligations to fund the Monetary Settlement Amount or any portion thereof.

z) "Scheduling Order" means the scheduling order to be entered pursuant to Court of Chancery Rule 23.1, substantially in the form attached hereto as **Exhibit B**.

aa) "Securities Class Action" means the securities class action pending in the U.S. District Court for the District of Colorado styled *El Paso Firemen & Policemen's Pension Fund v.*

InnovAge Holding Corp., No. 21-cv-02770-WJM-SBP (D. Colo.).

bb) "Settlement" means the settlement contemplated by this Stipulation of the claims asserted by Plaintiff against the Individual Defendants in the Action.

cc) "Settlement Fund" means the Monetary Settlement Amount plus any interest earned thereon.

dd) "Settlement Hearing" means the hearing to be held by the Court to consider, among other things, final approval of the Settlement and whether and in what amount any award of attorneys' fees and expenses should be paid to Plaintiff's Counsel.

ee) "Taxes" means (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund, and (ii) the expense and costs incurred by Plaintiff's Counsel in connection with determining the amount of, and paying any taxes owed by, the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

ff) "Unknown Claims" means any claims that a releasing Person or Current InnovAge Stockholder does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, 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, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and Individual Defendants shall expressly waive, and each Current InnovAge Stockholder and Released Party shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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 Released Parties acknowledge, and each Current InnovAge Stockholder by operation of law is deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and by operation of law, the Released Parties and each Current InnovAge Stockholder, to completely, fully, finally, and forever extinguish any and all Released Claims, whether known claims or Unknown Claims, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts, that could have been asserted in a derivative capacity. The Parties also acknowledge, and the Released Parties and each Current InnovAge Stockholder by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Claims is separately bargained for and is a key element of the Settlement.

II. Settlement Consideration

1. **Monetary Settlement Amount.** InnovAge, on behalf of the Individual Defendants, shall cause the Insurers to pay the Monetary Settlement Amount to InnovAge, less any Fee and Expense Amount, exclusively for the release of the derivative claims. The Monetary Settlement Amount shall be paid to InnovAge by check within thirty (30) days of entry of Final Approval, notwithstanding the existence of any collateral attacks on the Settlement, including without limitation, any objections or appeals, subject to InnovAge's obligations: (i) to return the Monetary Settlement Amount within seven (7) business days following notice that the Settlement has failed to become effective (as that term is customarily

defined in agreements to settle shareholder derivative actions); and (ii) to refund any amount by which the Monetary Settlement Amount is reduced within ten (10) business days following notice of such reduction.

2. **Corporate Governance Enhancements**. All Corporate Governance Enhancements set forth in **Exhibit A** attached hereto shall be fully and faithfully adopted and implemented within ninety (90) days of Final Approval. The Corporate Governance Enhancements set forth in Exhibit A will remain in effect for a period of no less than four (4) years following Final Approval. The Parties, including InnovAge and its Board of Directors (including each of its individual directors), agree that the Corporate Governance Enhancements confer substantial benefits on InnovAge and its stockholders, and that Plaintiff's efforts caused, or otherwise substantially and materially contributed to, those measures, which Plaintiff represents were consistent with Plaintiff's goals in filing the Action.

III. The Releases and Scope of Settlement

3. The obligations incurred under this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for under this Stipulation.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Action shall be dismissed with prejudice, on the merits, and without costs. The Parties shall bear their own fees, costs, and expenses except as expressly provided in this Stipulation. As of the Effective Date, the Released Parties shall be deemed to be released and forever discharged from all of the Released Claims.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, InnovAge acting directly, Plaintiff acting derivatively on behalf of InnovAge, and all other InnovAge stockholders acting derivatively on behalf of InnovAge, and any of their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, completely, and forever compromised, settled, released, resolved, relinquished, waived, discharged, extinguished, and dismissed with prejudice, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims (including Unknown Claims) against any of the Individual Defendants and the other Released Defendant Parties.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Individual Defendants and InnovAge shall be deemed to have, and by operation of law and the Judgment shall have, completely, fully, finally, and forever, compromised, settled, released, discharged, extinguished, relinquished, and dismissed with prejudice, and shall forever be enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all Released Defendants' Claims against the Released Plaintiff Parties.

7. Notwithstanding Paragraphs 3–6 above, nothing in the Stipulation or in the Judgment shall bar any action by any of the Parties to enforce

the terms of this Stipulation or the Judgment. Nothing in the Judgment or this Stipulation shall affect or waive any Individual Defendant's claims for advancement or indemnity of their legal fees, costs, and expenses incurred in connection with the Action and this Settlement, or any claims or rights that any Individual Defendant may have against any of their respective insurers, coinsurers, or reinsurers.

8. The Settlement shall be binding upon InnovAge and all InnovAge stockholders.

9. The Settlement shall neither be conditioned upon the obtaining of, or judicial approval of, any releases between or among any settling defendants, except as set forth in this Stipulation, and/or any third parties, nor shall it be conditioned upon the settlement, or the approval of the settlement, of any other lawsuits or claims.

IV. Submission of the Settlement to the Court for Approval

10. As soon as practicable after this Stipulation has been executed, Plaintiff and the Individual Defendants shall jointly apply to the Court for entry of the Scheduling Order substantially in the form attached hereto as **Exhibit B**, providing for, among other things: (a) dissemination of the Notice, substantially in the form attached hereto as **Exhibit C**; and (b) the scheduling of the Settlement Hearing to consider: (i) the proposed Settlement; (ii) the joint request of Plaintiff and Individual Defendants that the Judgment be entered in all material respects in the form attached hereto as **Exhibit D**; (iii) Plaintiff's Counsel's Fee and Expense Application; and (iv) any objections to any of the foregoing. The Parties agree to

take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

11. The Parties and each of their respective attorneys agree to (i) use their individual and collective best efforts to obtain Court approval of the Stipulation and the Settlement; (ii) use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment; and (iii) cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as **Exhibit D**.

V. Notice

12. Notice of the Settlement shall consist of the Notice, which shall be in the form attached hereto as **Exhibit C** or in any form or manner approved or ordered by the Court.

13. Within twenty (20) business days following entry of the Scheduling Order by the Court, InnovAge shall cause the Notice to be mailed to all stockholders of record as of the close of business on the date of entry of the Scheduling Order. Within ten (10) days following the entry of the Scheduling Order by the Court, InnovAge shall post a copy of the Notice on the "For Investors" section

of InnovAge's website, where it shall remain through the Effective Date of the Settlement.

14. InnovAge shall bear the Notice Costs regardless of (a) the form or manner of the Notice approved or ordered by the Court, (b) whether the Court approves the Settlement, or (c) whether the Effective Date fails to occur.

VI. Stay Pending Court Approval

15. Following execution of this Stipulation, the Parties agree to cease all litigation activity in the Action except those related to performance of the obligations under this Stipulation and preparation for seeking approval of the Settlement from the Court. The Parties agree to jointly request a continuance of any deadlines or filing requirements in the Action other than those incident to the Settlement itself.

16. The Parties agree to cooperate in seeking the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any of the Released Parties in any other proceedings or litigation that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Claims against any of the Released Parties.

17. Notwithstanding Paragraphs 15-16, nothing herein shall in any way impair or restrict the rights of any Party or Current InnovAge Stockholder to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Judgment, or the Fee and Expense Amount.

VII. Conditions of Settlement

18. This Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to effectuate:

(a) the negotiation and execution of this mutually satisfactory Stipulation;

(b) the entry of the Scheduling Order in all material respects in the form attached hereto as **Exhibit B**;

(c) the payment of the Net Settlement Amount and any Fee and Expense Amount in accordance with Section II; and

(d) the approval of the Settlement by the Court, following notice to InnovAge stockholders, a hearing, and the entry of the Judgment in all material respects in the form attached hereto as **Exhibit D**, including the Releases substantially in the form set out herein, which has become Final, and dismissal of the Action with prejudice.

19. If the Settlement otherwise does not become final or effective, the Parties shall revert to their litigation positions and all settlement-related agreements (other than as to confidentiality) shall be null and void and shall not be admissible for any purpose.

VIII. Attorneys' Fees and Expenses

20. After negotiating the principal terms of the Settlement, counsel for the Parties and their Insurers, acting by and through their respective counsel, with the substantial assistance of the Mediator, separately negotiated the attorneys' fees and expenses the Individual Defendants would cause the Company and/or their Insurers to pay to Plaintiff's Counsel based on the monetary and corporate governance benefits conferred upon InnovAge by the Settlement. The Individual Defendants will cause the Company and/or its Insurers to pay $600,000 in attorneys' fees and expenses (the "Fee and Expense Amount"), subject to approval by the Court.

21. The Fee and Expense Amount will be paid within thirty (30) days of: (i) entry of the Final Judgment by the Court or (ii) the date on which Plaintiff's Counsel provides written payment and wire instructions and a signed W-9 reflecting a valid taxpayer identification number for the account into which the Fee and Expense Amount is to be deposited to Defendants' Counsel (whichever is later). The Fee and Expense Amount shall be immediately paid upon entry of an order granting Final Approval and approving the fees and expenses, notwithstanding the existence of any collateral attacks on the Settlement, including without limitation, any objections or appeals, subject to Plaintiff's Counsel's obligations, which shall be joint and several as to each law firm, (i) to return all released fees and expenses within ten (10) business days following notice that the Settlement has failed to become effective; and (ii) to refund any amount by which the award of such fees and expenses is reduced within ten (10) business days following notice of such reduction.

22. Plaintiff may seek a service award to be paid out of the Fee and Expense Amount, subject to approval by the Court, which Defendants shall not oppose.

23. Plaintiff's Counsel shall allocate the Fee and Expense Amount among themselves. Any disputes regarding the allocation of the Fee and Expense Amount among them (or between Plaintiff's Counsel and any other derivative counsel) shall be presented to and be mediated, and, if necessary, finally decided and resolved by the Mediator on the terms and subject to the processes and procedures set forth by the Mediator in his sole discretion. The Mediator's fees and costs for any such mediation and/or arbitration shall be borne solely by Plaintiff's Counsel (or between Plaintiff's Counsel and other derivative counsel) and allocated among Plaintiff's Counsel by agreement or as finally determined by the Mediator. The Released Defendant Parties shall have no input into, or responsibility or liability for, the allocation by Plaintiff's Counsel of the Fee and Expense Amount.

24. Any Fee and Expense Amount shall be determined by the Court. Resolution of the Fee and Expense Amount is not a condition to the Settlement, entry of the Judgment, or the dismissal with prejudice of the Individual Defendants in this Action. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independent of any award of attorneys' fees and expenses. Any disapproval or modification of any Fee and Expense Application by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, including the effectiveness of the releases set forth in Section III of this Stipulation, provide any of the Parties with the right to terminate the Settlement, impose any

obligation on any of the Individual Defendants or InnovAge, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Judgment and the release of the Released Claims.

25. In the event that the Fee and Expense Amount is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiff's Counsel shall remit to InnovAge the amount of any portion of the Fee and Expense Amount that Plaintiff's Counsel has received but to which Plaintiff's Counsel is no longer entitled no later than twenty (20) Business Days following the date that the order vacating or reducing the amount of the Fee and Expense Amount becomes final and no longer subject to further appeal or review.

IX. Termination of Settlement; Effect of Termination

26. Plaintiff or the Individual Defendants shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within five (5) Business Days of (a) the Court's declining to enter the Scheduling Order in any material respect; (b) the Court's declining to enter the Judgment approving the Settlement in any material respect; (c) modification or reversal of the Judgment approving the Settlement in any material respect, on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (d) failure to satisfy any of the other conditions of Section VII.

27. Neither modification nor a reversal on appeal of the Fee and Expense Amount shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

28. If either: (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than this Section and Section X) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) Plaintiff and the Individual Defendants shall work together in good faith to set a new schedule for further proceedings, to be approved by the Court; (vi) all proceedings respecting the Released Plaintiffs' Claims shall revert to their status as of the date of the Term Sheet; (vii) Plaintiff and the Individual Defendants shall proceed in all respects as if the Settlement and this Stipulation (other than this Section and Section X) had not been entered into; (viii) Plaintiff's Counsel must, within twenty (20) business days, remit the Fee and Expense Amount, to the extent it has been paid, to the Insurers; and (ix) InnovAge must, within twenty (20) business days, remit to the Insurers any portion of the Monetary Settlement Amount that InnovAge has been paid.

X. No Admission of Wrongdoing

29. The Individual Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. The Individual Defendants make no admission of liability or any form of wrongdoing whatsoever. Without limiting the generality of the foregoing, the Individual Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty, or aided and abetted any such breach. The Individual Defendants expressly maintain that at all relevant times they acted properly, in good faith, and diligently and scrupulously complied with their statutory, fiduciary, and other legal duties. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Individual Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Individual Defendants have or could have asserted.

30. The Parties agree that the Settlement is not an admission of liability by any of the Individual Defendants and that agreement to the terms of the Settlement shall not be construed as an admission or evidence of any violation of any law or other wrongdoing, or admission as to the truth of any allegation.

31. None of this Stipulation, the exhibits attached thereto, the Settlement, the negotiations leading to execution of this Stipulation, or any proceedings taken pursuant to or in connection with the Stipulation or approval of the Settlement, nor any acts, omissions, or arguments proffered in connection therewith, shall be offered against (i) any Released Defendant Party as evidence of

any presumption, admission, or concession by any Released Defendant Party of any fault, liability, or wrongdoing of any kind or of any damages whatsoever in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate or enforce the Settlement; or (ii) any Released Plaintiff Party as evidence that any of his, her, or its claims are without merit, that any Released Defendant Party had meritorious defenses, or that damages recoverable from any Individual Defendant under the complaint would not have exceeded the Monetary Settlement Amount in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate or enforce the Settlement; provided, however, that the Judgment may be introduced in any proceeding as may be necessary to argue and establish that the Judgment has res judicata, collateral estoppel, or other issue or claim preclusion effect or that a claim asserted in another proceeding is a Released Claim, or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

XI. Alternative Dispute Resolution

32. If any disputes, other than disputes regarding the Releases set forth in Section III, arise out of the finalization of the settlement documentation or the Settlement itself, those disputes will be resolved by the Mediator first by way of expedited telephonic mediation and, if unsuccessful, then by way of final, binding, non-appealable resolution by the Mediator. Each side shall bear its own costs and expenses in connection with the resolution of such disputes.

XII. Document Destruction

33. Within thirty (30) days of the Effective Date, Plaintiff shall certify that he has destroyed or returned any documents obtained from Defendants that were marked Confidential in connection with the Action.

XIII. Miscellaneous

34. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of the Mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

35. All of the exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth herein.

36. This Stipulation and the Exhibits constitute the entire agreement among the Parties concerning the Settlement, and supersede any prior agreements among them, whether written or oral, including the Term Sheet. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

37. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Parties and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing

Persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

38. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiff's Counsel and Defendants' Counsel, or their respective successors-in-interest.

39. The waiver by Plaintiff or the Individual Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

40. Plaintiff represents and warrants that he has been a continuous stockholder of InnovAge at all times relevant to the allegations in the Action, and that none of the Released Plaintiffs' Claims has been assigned, encumbered, or otherwise transferred in whole or in part.

41. Each of the Parties represents and warrants that he, she, or it has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as he, she, or it deems necessary and advisable.

42. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

43. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

44. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion of it, may have

been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

45. Without further Order of the Court, Plaintiff and the Individual Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation that are not otherwise subject to an Order of the Court.

46. The Parties agree to execute and deliver any further documents or instruments necessary to dismiss the Action in its entirety and facilitate the performance of the obligations set forth in this Stipulation.

47. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality or privilege of documents or information shall survive this Stipulation and the Settlement. Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege, including, without limitation, the attorney-client privilege, the joint defense privilege, or the work product protection.

48. Regardless of whether the Stipulation is approved by the Court, whether the Stipulation is consummated, or whether 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; provided, however, the Parties may disclose such information (i) to any Person who is an officer, director, employee, attorney, or agent of a Party; (ii) to their respective accountants, auditors, lenders,

underwriters, financial advisors, rating agencies, and insurers, and their respective attorneys and representatives; (iii) to any Person to whom disclosure is required by operation of law or lawful subpoena or order of court; (iv) to any governmental agency, tax authority, or securities exchange in connection with any reporting, disclosure, or other regulatory requirements; (v) in any proceeding to enforce the terms of the Stipulation, subject to an appropriate form of confidentiality order; or (vi) to any Person with the written consent of all other Parties.

49. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement. A facsimiled or PDF signature shall be deemed an original signature for purposes of this Stipulation.

50. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or the Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles.

51. The 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 any Fee and Expense Amount and enforcing the terms of this Stipulation. The Parties agree that the Settlement, and all matters relating to its enforcement, will be subject to the continuing jurisdiction of the Court.

52. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

53. Plaintiff and the Individual Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiff's and the Individual Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

Dated: May 4, 2026

COOCH AND TAYLOR, P.A.	MORRIS, NICHOLS, ARSHT & TUNNELL LLP
/s/ Blake A. Bennett	*/s/ Thomas W. Briggs, Jr.*
Blake A. Bennett (#5133) The Brandywine Building 1000 N. West St., Suite 1500 P.O. Box 1680 Wilmington, DE 19801 (302) 984-3800	Thomas W. Briggs, Jr. (#4076) 1201 N. Market Street Wilmington, DE 19801 (302) 658-9200
OF COUNSEL:	OF COUNSEL:
GLANCY PRONGAY WOLKE & ROTTER LLP Benjamin I. Sachs-Michaels Matthew M. Houston 745 Fifth Avenue, Fifth Floor New York, NY 10151 (212) 935-7400	SULLIVAN & CROMWELL LLP Diane L. McGimsey 1888 Century Park East, Suite 2100 Los Angeles, CA 90067 (310) 712-6600

Robert V. Prongay
Pavithra Rajesh
1925 Century Park East, Suite 2100
Los Angeles, California 90067
(310) 201-9150

JOHNSON FISTEL, PLLP
Michael Fistel Jr.
William W. Stone
Murray House
40 Powder Springs Street
Marietta, GA 30064
(470) 632-6000

Additional Counsel:

LAW OFFICES OF FRANK R. CRUZ
Frank R. Cruz
1999 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067
(310) 914-5007

Attorneys for Plaintiff

Attorneys for Defendants Maureen Hewitt, Barbara Gutierrez, John Ellis Bush, Andrew Cavanna, Caroline Dechert, Edward Kennedy, Jr., Pavithra Mahesh, Thomas Scully, Marilyn Tavenner, Sean Traynor, and Richard Zoretic, and for Nominal Defendant InnovAge Holding Corp.

EXHIBIT A

EXHIBIT A

PROPOSED GOVERNANCE ENHANCEMENTS

Except as specified below, within ninety (90) days of the entry of an order finally approving the Settlement ("Final Approval"), InnovAge will adopt the Corporate Governance Enhancements described in this Exhibit A for a period of not less than four (4) years. InnovAge, by and through the Board, acknowledges and agrees that (a) the derivative plaintiff's demand, litigation, and settlement efforts substantially and materially contributed to the adoption or maintenance of those enhancements for the agreed term; (b) the enhancements confer substantial corporate benefits on the company and its stockholders; and (c) the settlement is fair, reasonable, and in the best interests of the company and its stockholders.

I. <u>Management and Operational Reforms</u>

A. Enhanced Staffing Policies and Procedures

- Implement bi-annual review of staffing plans by members of Compliance, HR, and the Quality and Compliance Committee.

- Members of the Compliance, HR, and the Quality and Compliance Committee shall assess procedures intended to respond effectively to staffing and budget changes due to emergencies or unanticipated events and, when appropriate, implement necessary enhancements.

- Compliance shall take steps to ensure data inputs into information systems are adequate to provide patient care. Further, when developing data inputs for its information systems, Compliance shall communicate with and obtain input from individual facilities so as to ensure staffing plans are tailored to the needs of each facility.

- In cases of material noncompliance with staffing plans, Compliance will develop a corrective action plan (CAP) in accordance with applicable contractual and regulatory requirements, monitor its implementation, and report progress or material issues to the Quality and Compliance Committee, which will decide whether to escalate matters to the full Board.

B. Facility Care Policies and Procedures

- Adopt policy requiring InnovAge to ensure that the form of patient agreement is reviewed at least annually by Compliance, and material updates to the form patient agreement are reported to the Quality and Compliance Committee.

- Compliance shall assess and improve systems for tracking reportable incidents quarterly and make all necessary revisions and ensure that incidents are appropriately documented and reported and comply with guidelines set forth by applicable agencies. Material reportable incidents shall be reported to the Quality and Compliance Committee and Legal promptly. Additionally, the Quality and

Compliance Committee shall receive a report of all reportable incidents at least quarterly.

- Assess channels for patients, their agents, and employees to report care or facility-related concerns, with timely review and follow-up by facility and the appropriate corporate department and, when appropriate, implement necessary enhancements. The Quality and Compliance Committee shall receive a report of any necessary enhancements stemming from reported care or facility-related concerns at least quarterly.

- Document the requirement that each facility maintain timely and effective communications between staff and healthcare providers to safeguard patient health and safety.

- The Chief Compliance Officer shall periodically review and maintain the efficacy of the communications channels used between staff and healthcare providers.

C. Executive Compensation Policies and Procedures

- The Compensation, Nominating and Governance Committee will review InnovAge's executive compensation policies augment metrics tying executive compensation to the quality of care delivered to patients.

II. <u>Management-Level Disclosure Committee</u>

A. Disclosure Committee Charter

- Amend Disclosure Committee charter to provide for periodic review to consider amendments in connection with periodic benchmarking data concerning disclosure controls with Audit Committee approval of any changes to the Disclosure Committee Charter.

- Management to identify industry-leading oversight practices in connection with the Company's disclosures to implement and review progress on such goals.

- Participate in quarterly meetings with Audit Committee and Quality and Compliance Committee

- Amended Disclosure Committee Charter to provide among responsibilities continuing education regarding industry-leading practices for disclosure controls.

- Amend Disclosure Committee Charter to provide for periodic assessment of changes to procedures based on continuing education.

- Update Disclosure Committee Charter to reflect responsibilities for reporting to the Audit Committee, Quality and Compliance Committee and the Board.

- Continue to retain ability for management to retain outside experts as appropriate.

III. Quality and Compliance Committee

- Continue to maintain at least three or more members of the Board.

- Amend the Quality and Compliance Committee Charter to specify that Committee's oversight of healthcare compliance and quality includes oversight of Healthcare Quality and Compliance audits and the implementation of the operational reforms referenced in §§ I(A) and I(B).Target at least quarterly meetings and provide a full report to the Board at least annually.

- Meet in executive session, with the Chief Compliance Officer, outside the presence of any other Company executive officer.

- Amend the Quality and Compliance Committee Charter to identify specific areas that the Quality and Compliance Committee oversees and the timing for reviews and assessments already included in the Charter, including:

  - Implementation of training programs for employees regarding Healthcare Quality and Compliance issues.

  - Reviewing InnovAge's PSA process to assess effective implementation at each facility and compliance with all applicable laws.

  - Meeting with the Chief Legal Officer on a bi-annual basis to discuss the Company's compliance with applicable law and all material compliance issues for the Company.

  - Reviewing, at least annually, InnovAge's staffing plans.

  - Annual reporting to the Board and bi-annual meetings with the Chief Compliance Officer concerning the Company's compliance with applicable law and internal corporate policies and procedures pertaining to Healthcare Quality and Compliance issues.

  - Annual review of InnovAge's process and procedures for accepting and responding to complaints involving staffing, compliance, resident care, or any other issues of direct risk to the Company.

IV. Audit Committee Enhancements

- Amend Audit Committee charter to require:

  - Oversight of the Disclosure Committee, including periodic review and assessment of the Disclosure Committee's charter and approval of any material changes to the Disclosure Committee Charter.

  - Any material changes to the Disclosure Committee Charter shall be approved by the Audit Committee.

- Target quarterly meetings, and on an ad hoc basis as appropriate, with the Chair of the Disclosure Committee regarding any concerns and/or relevant input concerning disclosures in SEC filings.

- The Audit Committee shall review with members of the Disclosure Committee the Company's quarterly earnings press releases, periodic and current SEC reports and earnings guidance.

- The Audit Committee Chair as well as members of the Disclosure Committee shall review the Company's quarterly earnings press releases and related materials (such as analyst conference call scripts) to determine the adequacy and accuracy of the disclosures included therein.

V. Board Enhancements

- Meet with the Chief Legal Officer at least quarterly to review material litigation or governmental investigations that implicate healthcare compliance issues.

- The Chief Legal Officer shall oversee the Company's annual continuing education program to ensure that it addresses appropriate topics, such as business ethics, compliance, public disclosures, financial reporting, internal controls, legal-regulatory risk, and executive compensation and performance reviews.

  - The CLO shall be empowered to retain outside advisors or vendors to develop the training programs and materials.

  - Directors shall be required to participate in the continuing education program annually.

  - The CLO shall be responsible for maintaining training materials according to InnovAge's record retention policies.

VI. Whistleblower Policy

- Amend the written whistleblower policy to add the following:

  - Whistleblower is not responsible for investigating the alleged illegal or dishonest activity, or for determining fault or corrective measures.

  - The Audit Committee and Chief Legal Officer will report complaints involving material healthcare and quality compliance issues to the Chief Compliance Officer or the Chair of the Quality and Compliance Committee, as appropriate.

- Review and assess written whistleblower policy to consider addition of the following:

  - Complaints implicating executive officers that involve allegations concerning material financial or compliance issues will continue to be escalated directly to the Audit Committee, which will work with the Chief Legal Officer, as appropriate, and assess whether to retain outside counsel to assist in investigating, evaluating, and determining appropriate corrective, disciplinary, or other remedial action.

- The Company's log of whistleblower complaints shall be maintained in accordance with the Company's retention procedures and the Company shall request its external auditor to include a review of the log and investigation results as part of their audit procedures to the extent not already included.

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRIAN HALL, Derivatively on Behalf of INNOVAGE HOLDING CORP., Plaintiff, v. MAUREEN HEWITT, BARBARA GUTIERREZ, JOHN ELLIS BUSH, ANDREW CAVANNA, CAROLINE DECHERT, EDWARD KENNEDY, JR., PAVITHRA MAHESH, THOMAS SCULLY, MARILYN TAVENNER, SEAN TRAYNOR, and RICHARD ZORETIC, Defendants, and INNOVAGE HOLDING CORP., Nominal Defendant.	)	C.A. No. 2023-0527-PAF

[PROPOSED] SCHEDULING ORDER WITH RESPECT TO NOTICE AND SETTLEMENT HEARING

WHEREAS, the Parties to the above-captioned action (the "Action") have entered into a Stipulation and Agreement of Settlement, Compromise, and Release dated May 4, 2026 (the "Stipulation"), which sets forth the terms and conditions for the proposed settlement and dismissal with prejudice of the Action (the "Settlement"), subject to review and approval by this Court pursuant to Court of

Chancery Rule 23.1 and upon notice to the current stockholders of nominal defendant InnovAge Holding Corp. ("InnovAge" or the "Company"); and

WHEREAS, the Court has read and considered the Stipulation and accompanying documents;

NOW, THEREFORE, upon application of the Parties, after review and consideration of the Stipulation and the exhibits annexed thereto;

IT IS HEREBY ORDERED this ___ day of ________________, 2026, as follows:

1. **<u>Definitions</u>:** For purposes of this Scheduling Order, the Court incorporates by reference the definitions in the Stipulation and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.

2. **<u>Settlement Hearing</u>:** A hearing (the "Settlement Hearing") shall be held on ___________________, 2026, at ________ a.m. / p.m. at the Leonard L. Williams Justice Center, 500 N. King St., Wilmington, Delaware 19801, or by telephonic conference or videoconference (in the discretion of the Court), to: (a) determine whether the Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate and in the best interests of InnovAge and its current stockholders; (b) determine whether the Court should finally approve the Stipulation and enter the Order and Final Judgment (the "Judgment") substantially in the form attached as Exhibit D to the Stipulation, dismissing the Action with prejudice and extinguishing and

releasing the Released Claims; (c) hear and determine any objections to the Settlement; (d) consider whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel; and (e) rule on such other matters as the Court may deem appropriate.

3. The Settlement Hearing may be adjourned by the Court from time to time without further notice to anyone other than the Parties to the Action and any Objectors (as defined herein).

4. The Court may approve the Stipulation at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice.

5. **Manner of Giving Notice:** Notice of the Settlement and the Settlement Hearing shall be given by InnovAge as follows:

   a. Not later than twenty (20) business days after the date of entry of this Order (the "Notice Date"), InnovAge shall cause the Notice of Pendency of Settlement of Action (the "Notice"), substantially in the form attached to this Stipulation as Exhibit C or in any form or manner otherwise approved or ordered by the Court, to be mailed by first-class mail, or other mail service if mailed outside the U.S., postage pre-paid, to all stockholders of record as of the close of business on the date of entry of this Order as shown on the stock records maintained on behalf of the

Company. All InnovAge stockholders who are record holders of InnovAge common stock on behalf of beneficial owners shall be requested to forward the Notice to such beneficial owners of those shares. InnovAge shall pay any and all costs and expenses related to providing the Notice regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff, any other InnovAge Stockholder, Defendants (other than the Company), or any of their attorneys (including Plaintiffs' Counsel) be responsible for notice costs. A record holder of InnovAge stock who provides notice to a beneficial owner may seek reimbursement of its reasonable expenses actually incurred in complying with this provision, not to exceed $0.02 per name, mailing address, or email address used to provide a copy of the notice to a beneficial owner, by providing the settlement administrator, Strategic Claims Services, Inc., with the proper documentation supporting the expenses for which reimbursement is sought. InnovAge shall use reasonable efforts to give notice to such beneficial owners by causing additional copied of the Notice (i) to be made available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners, or (ii) to be mailed to beneficial owners whose names and addresses InnovAge receives from record owners.

b. Within ten (10) days following entry of the Scheduling Order by the Court, InnovAge shall post a copy of the Notice on the "For Investors" section of InnovAge's website, and Plaintiff's Counsel shall also post the Notice on their respective firm websites. The Notice shall remain posted on such websites through the Effective Date of the Settlement.

c. Not later than fifteen (15) days prior to the Settlement Hearing, InnovAge and Plaintiff's Counsel shall serve on each other, and file with the Court, proof, by affidavit or declaration, of compliance with paragraph 5(a) above.

6. **Approval of Form, Content, and Manner of Notice:** The Court (a) approves, in form and content, the Notice, attached to the Stipulation as Exhibit C, and (b) finds that the mailing and publication of the Notice in the manner and form set forth in ¶ 5 of this Order: (i) constitutes notice that is reasonably calculated, under the circumstances, to apprise InnovAge stockholders of the pendency of the Action, of the effect of

the proposed Settlement (including the Releases to be provided thereunder), of Plaintiff's Counsel's application for an award of attorneys' fees, incentive awards, and reimbursement of litigation expenses, of their right to object to the Settlement and/or Plaintiff's Counsel's application for an award of attorneys' fees, incentive awards, and litigation expenses, and of their right to appear at the Settlement Hearing; (ii) constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iii) satisfies the requirements of Court of Chancery Rule 23.1, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules. The date and time of the Settlement Hearing shall be included in the Notice before it is published.

7. **Appearance and Objections at Settlement Hearing:** As set forth in the Notice attached as Exhibit C, any record holder or beneficial owner of InnovAge stock who objects to the Settlement, the proposed Judgment to be entered, or any other relief requested, and/or who otherwise wishes to be heard (an "Objector"), may appear personally or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, or of any application for any other

relief, unless he, she, or it has, no later than twenty-one (21) calendar days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Register in Chancery, Leonard L. Williams Justice Center, Court of Chancery, 500 N. King St., Wilmington, Delaware 19801, and served (by hand or by overnight mail) on Plaintiff's Counsel and Defendants' counsel, at the addresses below, the following: (i) proof of current ownership of InnovAge stock; (ii) a written notice of the Objector's intention to appear; (iii) a detailed statement of the objections to any matter before the Court; and (iv) a detailed statement of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. In addition to the aforementioned Court address, the addresses to which such information should be sent (by hand delivery or by overnight mail) are as follows:

COOCH AND TAYLOR, P.A.
The Brandywine Building
1000 N. West St.,
Suite 1500
P.O. Box 1680
Wilmington, DE 19801
(302) 984-3800

Counsel for Plaintiff

Blake A. Bennett

Thomas W. Briggs, Jr
MORRIS, NICHOLS, ARSHT &
TUNNELL LLP
1201 N. Market Street
Wilmington, DE 19801
(302) 658-9200

Counsel for Defendants

8. Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in the Action or any other action or proceeding or otherwise contesting the Settlement, and will otherwise be bound by the Judgment to be entered and the releases to be given.

9. Counsel for the Parties are directed to promptly furnish each other with copies of any objections or other stockholder correspondence related to the Settlement or Settlement Hearing that might come into their possession unless it appears that such correspondence has already been received by the other counsel.

10. Supporting Papers: Plaintiff's Counsel shall file and serve the opening papers in support of the proposed Settlement, Fee and Expense Amount, and service award no later than 35 calendar days before the Settlement Hearing. Opposition papers, if any, shall be filed and served no later than 21 calendar days before the Settlement Hearing. Reply papers, if any, shall be filed and served no later than 7 calendar days before the Settlement Hearing.

11. The Court will consider whether to approve the Settlement and enter

the Judgment separately from its consideration of any application for a Fee Award that may be filed.

12. In the event that the Stipulation is not approved by the Court, the Settlement and any actions taken in connection therewith shall become null and void for all purposes, and all negotiations, transactions, and proceedings connected with it: (i) shall be without prejudice to the rights of any Party thereto; (ii) shall not be deemed to be construed as evidence of, or an admission by any Party of any fact, matter, or thing; and (iii) shall not be admissible in evidence or be used for any purpose in any subsequent proceedings in the Action or any other action or proceeding. The Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately before the execution of the Stipulation, and the Parties shall proceed in all respects as if the Stipulation (other than as to confidentiality provisions contained therein) and any related orders had not been entered.

13. **Stay and Temporary Injunction:** Until otherwise ordered by the Court, the Court stays all proceedings in this Action except proceedings as may be necessary to carry out the terms and conditions of the Settlement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiff and all other InnovAge stockholders from commencing, instituting or prosecuting

any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

14. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to anyone other than the parties to the Action and any Objectors.

SO ORDERED this ____ day of __________________, 2026.

____
Vice Chancellor Paul A. Fioravanti, Jr.

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

Court:	DE Court of Chancery Civil Action
Judge:	Paul A Fioravanti
File & Serve Transaction ID:	79554863
Current Date:	Jul 08, 2026
Case Number:	2023-0527-PAF
Case Name:	STAYED/ Brian Hall, derivatively on behalf of Innovage Holding Corp. v. Maureen Hewitt, et al.
Court Authorizer:	Paul A Fioravanti Jr

Court Authorizer Comments:

The hearing will be held on October 7, 2026 at 3:15 p.m. at the Leonard L. Williams Justice Center.

/s/ Judge Paul A Fioravanti Jr

EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRIAN HALL, Derivatively on Behalf of INNOVAGE HOLDING CORP., Plaintiff, v. MAUREEN HEWITT, BARBARA GUTIERREZ, JOHN ELLIS BUSH, ANDREW CAVANNA, CAROLINE DECHERT, EDWARD KENNEDY, JR., PAVITHRA MAHESH, THOMAS SCULLY, MARILYN TAVENNER, SEAN TRAYNOR, and RICHARD ZORETIC, Defendants, and INNOVAGE HOLDING CORP., Nominal Defendant.	C.A. No. 2023-0527-PAF

**NOTICE OF PENDENCY OF DERIVATIVE ACTION,
PROPOSED SETTLEMENT OF DERIVATIVE ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

The Court of Chancery of the State of Delaware authorized this Notice. This is not a solicitation from a lawyer.

TO: ALL PERSONS OR ENTITIES WHO OR WHICH HELD SHARES OF INNOVAGE HOLDING CORP. ("INNOVAGE") COMMON STOCK AS OF THE CLOSE OF TRADING ON APRIL 30, 2026 ("CURRENT INNOVAGE STOCKHOLDERS").

The purpose of this notice is to inform you of: (i) the pendency of the above-captioned stockholder derivative action captioned *Hall v. Hewitt, et al.*, C.A. No. 2023-0527-PAF (Del. Ch.) (the "Action"), which was brought by Plaintiff Brian Hall, on behalf of and for the benefit of InnovAge, in the Court of Chancery of the State of Delaware (the "Court"); (ii) a proposed settlement of the Action (the "Settlement"), subject to the approval of the Court, as provided in the Stipulation and Agreement of Settlement, Compromise, and Release dated as of April 30, 2026 (the "Stipulation"); (iii) the hearing that the Court will hold on October 7, 2026, at 3:15 p.m., to determine whether to approve the proposed Settlement and to consider the application by Plaintiff's Counsel for an award of attorneys' fees and litigation expenses, and (iv) Current InnovAge Stockholders' rights with respect to the proposed Settlement and the application for attorneys' fees and expenses.[1]

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT OF THIS ACTION.

The Stipulation was entered into as of April 30, 2026, between and among Plaintiff Brian Hall and defendants Maureen Hewitt, Barbara Gutierrez, John Ellis Bush, Andrew Cavanna, Caroline Dechert, Edward Kennedy, Jr., Pavithra Mahesh, Thomas Scully, Marilyn Tavenner, Sean Traynor, and Richard Zoretic (collectively, the "Individual Defendants"), and nominal defendant InnovAge Holding Corp. ("InnovAge" or the "Company") (together with Plaintiff and the Individual Defendants, the "Parties"), subject to the approval of the Court pursuant to Delaware Chancery Court Rule 23.1.

[1] All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation, which is available in the "Investors" section of InnovAge's website, https://investor.innovage.com/investor-relations.

As described in paragraph 17 below, the Settlement provides for (i) a cash payment of $1,847,464.00 (the “Monetary Settlement Amount”), which, after deducting any Court-awarded attorneys’ fees and expenses and any service award, will be paid to InnovAge; and (ii) the Corporate Governance Enhancements that InnovAge will implement.

Because the Action was brought as a derivative action, which means that the Action was brought by Plaintiff on behalf of and for the benefit of InnovAge, the cash recovery from the Settlement will go to the Company. Individual InnovAge stockholders will not receive any direct payment from the Settlement.

PLEASE NOTE: THERE IS NO PROOF OF CLAIM FORM FOR STOCKHOLDERS TO SUBMIT IN CONNECTION WITH THIS SETTLEMENT, AND STOCKHOLDERS ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the proposed Settlement affects InnovAge stockholders’ legal rights.

2. In a derivative action, one or more persons or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation’s legal rights. In this action, Plaintiff Brian Hall has filed suit against the Individual Defendants on behalf of and for the benefit of InnovAge.

3. The Court has scheduled a hearing to consider the fairness, reasonableness, and adequacy of the Settlement and the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses and a service award to Plaintiff (the “Settlement Hearing”). See Paragraphs 26-34 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

A MORE COMPLETE STATEMENT OF THE FACTS OF THIS MATTER IS SET FORTH IN THE PARTIES' PLEADINGS AND BRIEFING. PLEASE SEE PARAGRAPH 35 BELOW FOR MORE INFORMATION ABOUT HOW AND WHERE TO LOCATE THOSE DOCUMENTS.

4. The Action is a derivative action brought by Plaintiff Brian Hall on behalf of InnovAge. Plaintiff alleges that current and former officers and directors of InnovAge breached their fiduciary duties in connection with the Company's Program of All-Inclusive Care for the Elderly ("PACE") operations. In particular, the Complaint alleges that the Individual Defendants failed to address systemic compliance deficiencies at InnovAge's PACE centers, failed to ensure the accuracy of InnovAge's public statements concerning the quality of care provided to PACE participants, and caused or allowed InnovAge to make materially misleading statements in its public filings. Plaintiff further alleges that the Individual Defendants failed to ensure compliance with sanctions and requirements imposed by the Centers for Medicare and Medicaid Services ("CMS") and state regulators.

5. On April 20, 2022, Plaintiff Brian Hall served on InnovAge's Board of Directors (the "Board") a demand pursuant to 8 Del. C. § 220 ("Section 220") for books and records concerning, among other things, deficiencies in InnovAge's PACE operations, the Board's oversight of PACE regulatory compliance, sanctions imposed by CMS and state regulators, and alleged misstatements in InnovAge's public filings regarding the quality and compliance of its PACE programs. From June 2022 through February 2023, more than 5,200 pages of documents were provided to the Plaintiff.

6. On May 18, 2023, Plaintiff Brian Hall commenced this Action by filing a Verified Stockholder Derivative Complaint (the "Complaint") against the Individual Defendants, and on behalf of nominal defendant InnovAge, alleging that certain InnovAge officers and directors breached their fiduciary duties of oversight in connection with InnovAge's PACE operations, including the Individual

Defendants' failure to address systemic compliance deficiencies at InnovAge's PACE centers, failure to ensure the accuracy of InnovAge's public statements concerning the quality of care provided to PACE participants, and causing or allowing InnovAge to make materially misleading statements in its public filings.

7. Plaintiff sought relief on behalf of InnovAge, including (i) monetary damages to InnovAge arising from the alleged breaches of fiduciary duty; (ii) restitution and disgorgement of compensation and other benefits received by Defendants; (iii) corporate governance reforms designed to improve InnovAge's oversight of regulatory compliance, internal controls, and disclosure practices; (iv) equitable and/or injunctive relief to remedy the alleged misconduct and prevent its recurrence; and (v) an award of attorneys' fees and expenses.

8. Following the filing of the Action, the Parties entered into a stipulated stay of all proceedings pending the resolution of the motion to dismiss in the related securities class action, *El Paso Firemen & Policemen's Pension Fund v. InnovAge Holding Corp.*, No. 21-cv-02770-WJM-SBP (D. Colo.) (the "Securities Class Action"). As a result of the stipulated stay, Defendants have not filed an answer in the Action nor have they moved to dismiss.

9. Defendants have denied and continue to deny all allegations of wrongdoing and liability asserted in the Action. Among other things, Defendants could have asserted defenses by motion to dismiss or otherwise including that: (i) Plaintiff failed to make a pre-suit demand on the Board and cannot establish that demand would have been futile; (ii) Defendants acted in good faith and in the best interests of InnovAge and its stockholders; (iii) that certain claims for monetary damages are barred in whole or in part by applicable exculpation provisions in InnovAge's certificate of incorporation; and (iv) Plaintiff cannot establish that Defendants breached any fiduciary duty or that any alleged breach caused damages to InnovAge.

10. On December 21, 2023, the United States District Court for the District of Colorado granted in part and denied in part the defendants' motion to dismiss the Securities Class Action.

11. On January 22, 2024, the Parties in this Action entered into a second stipulated stay pending the close of fact discovery in the Securities Class Action, during which period Defendants produced approximately 430,000 pages of documents to Plaintiff.

12. On June 2, 2025, the parties to the Securities Class Action entered into a Stipulation and Agreement of Settlement, which has now been approved by the District Court.

13. On June 24, 2025, the Parties engaged in a full-day mediation session before Robert Meyer, Esq. of JAMS (the "Mediator"), which included written mediation submissions and negotiations. Although the mediation did not result in an immediate settlement, the Parties continued negotiations with the substantial assistance of the Mediator through the fall and winter of 2025.

14. Following negotiations and with the substantial assistance of the Mediator, Plaintiff and the Individual Defendants reached an agreement in principle to settle the Released Claims.

15. On July 8, 2026, the Court entered the Scheduling Order in connection with the Settlement which, among other things, authorized this Notice to be provided to Current InnovAge Stockholders and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

16. In connection with settlement discussions and negotiations leading to the proposed Settlement set forth in the Stipulation, counsel for the Parties did not discuss the appropriateness or amount of any application by Plaintiff's Counsel for an award of attorneys' fees and expenses until after the principal terms of the Settlement were agreed upon.

WHAT ARE THE TERMS OF THE SETTLEMENT?

17. In consideration of the full settlement, compromise, and release of the Released Plaintiff's Claims (defined in paragraph 20 below) against the Released Defendant Parties (defined in paragraph 20 below) and the dismissal with prejudice of the Action, Plaintiff, the Individual Defendants, and InnovAge have agreed to the following:

(i) Monetary Consideration: The Monetary Settlement Amount ($1,847,464.00 in cash) shall be paid to InnovAge by InnovAge, on behalf of the Individual Defendants, causing their insurers to pay the Monetary Settlement Amount to InnovAge, less any Fee and Expense Amount, within fourteen (14) days of entry of Final Approval, notwithstanding the existence of any collateral attacks on the Settlement, including without limitation, any objections or appeals, subject to InnovAge's obligations: (i) to return the Monetary Settlement Amount within seven (7) business days following notice that the Settlement has failed to become effective; and (ii) to refund any amount by which the Monetary Settlement Amount is reduced within ten (10) business days following notice of such reduction.

(ii) Governance: No later than ninety (90) days after the date of Final Approval, the Individual Defendants and the Company shall implement the Corporate Governance Enhancements set forth in Exhibit A to the Stipulation and attached to this Notice as Exhibit 1. These Corporate Governance Enhancements include, among other things, measures designed to strengthen InnovAge's oversight of regulatory compliance, internal controls, risk management and public disclosures.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

18. Plaintiff, through Plaintiff's Counsel, has conducted an investigation and engaged in discovery, including review of significant documents relating to the claims and underlying events and transactions alleged in the Action. Plaintiff's Counsel has analyzed the evidence adduced during the investigation and discovery and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. In negotiating and evaluating the terms of the Settlement, Plaintiff and Plaintiff's Counsel considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of the Released Plaintiff's Claims; (iii) problems of proof associated with the Released Plaintiff's Claims, including the substantial legal and factual defenses that Defendants could assert, such as challenges to demand futility, the applicability of exculpation provisions, the absence of bad faith and the difficulty of proving causation and damages; (iv) the probability of recovering equitable relief and/or damages at trial; (v) the desirability of permitting the Settlement to be consummated according to its terms; and (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against the Individual Defendants through trial and appeals. While Plaintiff brought his claims in good faith and continues to believe that his claims have merit, the Individual Defendants vigorously deny any wrongdoing and maintain that they acted properly and in good faith at all relevant times. In light of the monetary recovery and the Corporate Governance Enhancements achieved by the Settlement, Plaintiff and Plaintiff's Counsel have determined that the proposed Settlement is fair, reasonable, adequate, and in the best interests of InnovAge and its

stockholders. The Settlement provides substantial immediate benefits to InnovAge without the risk that continued litigation could result in obtaining similar or lesser relief for InnovAge after continued extensive and expensive litigation, including trial and the appeals that were likely to follow.

19. The Individual Defendants, to avoid the costs, disruption, and distraction of further litigation, and without admitting the validity of any allegations made in the Action, or any liability with respect thereto, have concluded that it is desirable that the claims against them be settled on the terms reflected in the Stipulation. The Individual Defendants have denied, and continue to deny, that they committed, or aided and abetted in the commission of, any violation of law or duty or engaged in any wrongful acts whatsoever, including specifically those alleged in the Action, and expressly maintain that they have complied with their statutory, fiduciary, and other legal duties, and are entering into the Stipulation and the Settlement to eliminate the burden, expense, and uncertainties inherent in further litigation. The Individual Defendants and InnovAge agree that the Action was filed in good faith and was not frivolous and is being settled voluntarily.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

20. If the Settlement is approved, the Court will enter a Final Order and Judgment Approving Derivative Action Settlement (the "Judgment"). Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Action will be dismissed with prejudice and the following releases will occur:

Release of Claims By Plaintiff And All Other InnovAge Stockholders

Plaintiff Brian Hall, acting individually and derivatively on behalf of InnovAge, and all other InnovAge stockholders acting derivatively on behalf of InnovAge, and any of their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, shall be deemed to have, and by operation of the Judgment approving the Settlement shall have, fully, finally, completely, and forever compromised, settled, released, resolved, relinquished, waived, discharged, extinguished, and dismissed with prejudice, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting, any and all Released Plaintiff's Claims (defined below) against any of the Individual Defendants and the other Released Defendant Parties (defined below).

"Released Plaintiff's Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, controversies, and causes of action of any and every kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, whether arising under or based on state, local, federal, common, statutory, regulatory, foreign, or other law or rule, or in equity, against any of the Released Defendant Parties that (i) were asserted in any complaint filed in the Action; or (ii) were asserted, could have been asserted, now could be asserted, or in the future could be, can be, or might be asserted by InnovAge, or by Plaintiff or any other Company stockholder acting derivatively on behalf of the Company, in any other court, tribunal, proceeding, or forum, that concern, involve, arise out of, or relate to any of the facts, allegations, practices, events, claims, disclosures, non-disclosures, occurrences, representations, statements, matters, transactions, conduct, actions, failures to act, omissions, or circumstances as those set forth in any complaint filed in the Action; provided, however, that the Released Plaintiff's Claims shall not include (i) any claims to enforce this Stipulation or the Settlement, or (ii) any claim that any Party may have against any Insurer that concerns, involves, arises out of, or relates to the subject matter of the Action, including with respect to obligations to fund the Monetary Settlement Amount or any portion thereof.

"Released Defendant Parties" means (i) the Individual Defendants; (ii) InnovAge; and (iii) each of the foregoing's respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, limited partners, general partners, partnerships, members, managers, consultants, bankers, financial advisors, publicists, accountants, auditors, immediate family members, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

Release of Claims by the Individual Defendants and InnovAge: The Individual Defendants and InnovAge shall be deemed to have, and by operation of the Judgment approving the Settlement shall have, completely, fully, finally, and forever, compromised, settled, released, discharged, extinguished, relinquished, and dismissed with prejudice, and shall forever be enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting, any and all Released Defendants' Claims (defined below) against the Released Plaintiff Parties (defined below).

"Released Defendants' Claims" means, as against the Released Plaintiff Parties, all claims and causes of action, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for claims to enforce this Stipulation or the Settlement.

"Released Plaintiff Parties" means (i) Plaintiff Brian Hall; and (ii) each of the foregoing's respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, limited partners, general partners, partnerships, members, managers, consultants, bankers, financial advisors, publicists, accountants, auditors, immediate family members, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

"Unknown Claims" means any claims that a releasing Person or Current InnovAge Stockholder does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, 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, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and the Individual Defendants shall expressly waive, and each Current InnovAge Stockholder and Released Party shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY, AND ANY LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES, OR PRINCIPLE OF COMMON LAW OR FOREIGN LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO CALIFORNIA CIVIL CODE § 1542.

The Released Parties acknowledge, and each Current InnovAge Stockholder by operation of law is deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and by operation of law, the Released Parties and each Current InnovAge Stockholder, to completely, fully, finally, and forever extinguish any and all Released Claims, whether known claims or Unknown Claims, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts, that could have been asserted in a derivative capacity. The Parties also acknowledge, and the Released Parties and each Current InnovAge Stockholder by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Claims is separately bargained for and is a key element of the Settlement.

21. The "Effective Date" means the first Business Day following the date the Judgment becomes Final.

22. By Order of the Court: (i) all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation have been stayed until otherwise ordered by the Court; (ii) Plaintiff and all other InnovAge stockholders are barred and enjoined from commencing, prosecuting, instituting, instigating, facilitating, asserting, maintaining, or in any way participating in the commencement or prosecution of any action asserting any

Released Plaintiff's Claims against any Released Defendant Parties; and (iii) the Individual Defendants and InnovAge are barred and enjoined from commencing, prosecuting, instituting, instigating, facilitating, asserting, maintaining, or in any way participating in the commencement or prosecution of any action asserting any Released Defendants' Claims against any Released Plaintiff Parties.

HOW WILL THE ATTORNEYS BE PAID?

23. Plaintiff's Counsel has not received any payment for its services in pursuing the claims asserted in the Action, nor has Plaintiff's Counsel been reimbursed for its out-of-pocket expenses. Plaintiff's Counsel invested its own resources for pursuing the claims asserted on a contingency basis, meaning it would only recover its expenses and be compensated for its time if it created benefits through this litigation. In light of the risks undertaken in pursuing the Action on a contingency basis and the benefits created for InnovAge and its stockholders through the Settlement, Plaintiff's Counsel intends to petition the Court for an award of attorneys' fees and litigation expenses (the "Fee and Expense Amount") to be paid from (and out of) the Monetary Settlement Amount. After negotiating the principal terms of the Settlement, counsel for the Parties and their insurers, with the substantial assistance of the Mediator, separately negotiated the attorneys' fees and expenses. The Fee and Expense Amount sought is $600,000, subject to approval by the Court.

24. Plaintiff's Counsel will also apply to the Court for a service award payable to the Plaintiff in the amount of $2,500 for his efforts in assisting Plaintiff's Counsel in making the pre-suit inspection demand, developing the action, and prosecuting the action through settlement. The service award will be payable only from the fees and expenses the Court awards to Plaintiff's Counsel in connection with the Fee and Expense Application. Defendants do not oppose this application for a service award.

25. The Court will determine the Fee and Expense Amount and any service award. Any Court-approved Fee and Expense Amount and service award will be paid from the Monetary Settlement Amount. InnovAge stockholders are not personally liable for any such fees, expenses, or awards.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING? MAY I OBJECT TO THE SETTLEMENT AND SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

26. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before Vice Chancellor Paul A. Fioravanti, Jr. on October 7, 2026, at 3:15 p.m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801.

27. At the Settlement Hearing, the Court will, among other things: (i) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of InnovAge; (ii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to InnovAge, and should be approved by the Court; (iii) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice; (iv) consider the application by Plaintiff's Counsel for an award of attorneys' fees and litigation expenses; (v) consider any objections to the Settlement or the application by Plaintiff's Counsel for an award of attorneys' fees and litigation expenses; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement.

28. Please Note: The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Stipulation and the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice to InnovAge stockholders. The Settlement Hearing may be converted to a hearing by Zoom or telephone, in which case information about how to attend the hearing remotely will be provided on the docket. You should monitor the Court's docket and the websites of Plaintiff's Counsel, as indicated in paragraph 33 below, before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Plaintiff's Counsel as indicated in paragraph 33 below.

29. Any Current InnovAge Stockholder who or which continues to own

shares of InnovAge common stock as of April 30, 2026, the date of the Stipulation of Settlement, may object to the Settlement and/or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses. Objections must be in writing and filed with the Register in Chancery at the address set forth below on or before September 16, 2026. Objections must also be served on Plaintiff's Counsel and Defendants' Counsel, by hand or overnight mail, at the addresses set forth below such that they are received on or before September 16, 2026.

Register in Chancery
Delaware Court of Chancery
Leonard L. Williams Justice Center
500 North King Street
Wilmington, DE 19801

<u>Counsel</u>

Blake A. Bennett
COOCH AND TAYLOR, P.A.
The Brandywine Building
1000 N. West St., Suite 1500
P.O. Box 1680
Wilmington, DE 19801
(302) 984-3800

Counsel for Plaintiff

Thomas W. Briggs, Jr
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 N. Market Street
Wilmington, DE 19801
(302) 658-9200

Counsel for Defendants

30. Any objections, filings, and other submissions must: (i) state the name, address, and telephone number of the objector and, if represented by counsel, the name, address, and telephone number of his, her, or its counsel; (ii) be signed by the objector; (iii) state that the objection is being filed with respect to "Hall v. Hewitt, et al., C.A. No. 2023-0527-PAF"; (iv) contain a detailed written statement of the objection(s) and the specific reason(s) for the objection(s), including all of the grounds thereon, any legal and evidentiary support the objector wishes to bring to the Court's attention, and if the objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the objector may call to testify and any exhibits the objector intends to introduce into evidence at the hearing; and (v) include (a) documentation sufficient to prove that the objector owned shares of InnovAge common stock as of the close of trading on April 30,

2026, (b) documentation sufficient to prove that the objector continues to hold shares of InnovAge common stock as of the date of filing of the objection, and (c) a statement that the objector will continue to hold shares of InnovAge common stock as of the date of the Settlement Hearing. Documentation establishing ownership of InnovAge common stock must consist of copies of an official brokerage account statement, a screenshot of an official brokerage account, or an authorized statement from the objector's broker containing the information found in an account statement. The Parties are authorized to request from any objector additional information or documentation sufficient to prove his, her, or its holdings of InnovAge common stock.

31. Current InnovAge Stockholders who or which continue to own shares of InnovAge common stock as of the date of the Settlement Hearing may file a written objection without having to appear at the Settlement Hearing. Unless the Court orders otherwise, however, such persons may not appear at the Settlement Hearing to present their objections unless they first filed and served a written objection in accordance with the procedures described above.

32. Persons who file and serve a timely written objection as described above and who wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement or Plaintiff's Counsel's application for an award of attorneys' fees and expenses, must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth in paragraph 29 above so that it is received on or before September 16, 2026. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

33. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth in paragraph 29 above so that the notice is received on or before September 16, 2026.

34. Unless the Court orders otherwise, any person or entity who or which does not make his, her, or its objection in the manner set forth above will: (i) be

deemed to have waived and forfeited his, her, or its right to object, including any right of appeal, to any aspect of the proposed Settlement and/or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, or the attorneys' fees and expenses requested or awarded; and (iii) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, including on any appeal, with respect to any matters concerning the Settlement or the requested or awarded attorneys' fees and expenses.

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

35. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, or the terms of the Settlement. For a more detailed statement of the matters involved in the Action, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Action at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, during regular business hours of each business day. Copies of key case filings, including the Stipulation and Scheduling Order, are also available on the respective websites of Plaintiff's Counsel: https://glancylaw.com/ and https://johnsonfistel.com/. Upon written request, Plaintiff's Counsel will provide stockholders with a copy of the public version of any other filing in the Action. If you have questions regarding the Action or the Settlement, you may write, call, or email Plaintiff's Counsel: Michael Fistel, Jr., Johnson Fistel PLLP, 40 Powder Springs Street, Marietta, GA 30064, (470) 632-6000, michaelf@johnsonfistel.com; and Benjamin I. Sachs-Michaels, Glancy Prongay Wolke & Rotter LLP, 745 Fifth Avenue, Fifth Floor, New York, NY 10151, (212) 935-7400, bsachsmichaels@glancylaw.com.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

EXHIBIT D

EXHIBIT D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRIAN HALL, Derivatively on Behalf of INNOVAGE HOLDING CORP., Plaintiff,	)	
v.	)	C.A. No. 2023-0527-PAF
MAUREEN HEWITT, BARBARA GUTIERREZ, JOHN ELLIS BUSH, ANDREW CAVANNA, CAROLINE DECHERT, EDWARD KENNEDY, JR., PAVITHRA MAHESH, THOMAS SCULLY, MARILYN TAVENNER, SEAN TRAYNOR, and RICHARD ZORETIC, Defendants,	)	
and	)	
INNOVAGE HOLDING CORP., Nominal Defendant.	)	

[PROPOSED] ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on ________________, 2026 pursuant to this Court's Scheduling Order with Respect to Notice and Settlement Hearing, dated ____________________, 2026 (the "Scheduling Order"), and upon a Stipulation and Agreement of Compromise, Settlement, and Release, dated May 4, 2026 (the "Stipulation") setting forth the terms of the Settlement of the above-captioned action (the "Action"), the parties to the Action having appeared by their attorneys of record, the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement, the opportunity to be heard being given to all other persons requesting to be heard in accordance with the Scheduling Order, the Court having considered, among other matters, the terms of the Settlement, the benefits of the Settlement and the risks, complexity, expense, and probable duration of further litigation,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, this _______ day of ________________, 2026 that:

1. This Order and Final Judgment ("Judgment") incorporates the Stipulation by reference and, unless otherwise defined, all capitalized terms shall have the same meanings as set forth in the Stipulation.

2. The Court finds the Settlement as set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of InnovAge and its stockholders.

3. The Court finds that the Action was filed in good faith and was not frivolous and is being settled voluntarily by the Defendants, and that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of InnovAge and InnovAge's stockholders to settle the Released Plaintiff's Claims on the terms set forth in the Stipulation.

4. This Court approves the Stipulation, and the Settlement reflected in it, in all respects; and the Settling Parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Judgment.

5. The Notice of Pendency of the Action, Proposed Settlement of the Action, and Settlement Hearing (the "Notice") has been given pursuant to and in the

manner directed by the Scheduling Order, proof of dissemination of the Notice was filed with the Court, and full opportunity to be heard has been offered to all Settling Parties, parties to the Action, InnovAge stockholders, and Persons in interest. The Court finds that the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process of law, and that all stockholders of InnovAge are bound by this Judgment.

6. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Stipulation and this Judgment and over all parties to the Action and this Settlement, including Plaintiff, InnovAge stockholders, the Individual Defendants, and Nominal Defendant InnovAge.

7. This Action is dismissed with prejudice. As between InnovAge and the Individual Defendants, the Settling Parties and the parties to the Action are to bear their own costs, except as otherwise provided in the Stipulation and in this Judgment or ordered by the Court.

8. The terms of the Stipulation and of this Judgment shall be forever binding upon InnovAge, the Individual Defendants, the Released Defendant Parties, Plaintiff, and all InnovAge stockholders, as well as their respective successors and assigns.

9. Upon the Effective Date, InnovAge acting directly, Plaintiff acting derivatively on behalf of InnovAge, and all other InnovAge stockholders acting derivatively on behalf of InnovAge, and any of their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest,

successors-in-interest, and assigns (the "Released Plaintiff Parties"), by operation of this Judgment shall have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Plaintiffs' Claims against the Individual Defendants, the other Released Defendant Parties, and against any other Person or entity.

10. Upon the Effective Date, the Individual Defendants and InnovAge shall, shall be deemed to have, and by operation of this Judgment shall have fully, finally, and forever settled, released, discharged, and extinguished the Released Defendants' Claims, including all releases reflected in Section III of the Stipulation, against the Released Plaintiff Parties.

11. Nothing in this Judgment shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

12. Neither the Stipulation, nor any of its terms or provisions, nor entry of this Judgment, nor any document or exhibit referred or attached to the Stipulation, nor any motion seeking approval of the Settlement contemplated by the Stipulation, nor any action taken to carry out the Stipulation: (a) is, may be construed as, or may be used by any Person as evidence of the factual or legal merit of any of the Released Claims or as an admission, in this Action or any other action or proceeding, whether civil, criminal, or administrative, that the Action had merit when filed or that it currently has merit; or (b) shall be interpreted as an admission of liability or wrongdoing on the part of the Individual Defendants or the Released Defendant Parties.

13. Any of the Individual Defendants, the Released Defendant Parties,

InnovAge, or Released Plaintiff Parties may file the Stipulation, or any judgment or order of the Court related hereto, in any action that has been or may be brought against them, in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. If the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated and the Stipulation shall be terminated; provided, however, that the provisions of Paragraph 50 of the Stipulation shall remain in full force and effect. If the Effective Date does not occur, the releases contemplated in the Stipulation and this Judgment shall be null and void, and the Settling Parties and the Plaintiff shall be restored to their litigation positions on the date immediately before the execution of the Stipulation.

15. Without further order of this Court, the Settling Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16. There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Register in Chancery is instructed to immediately enter this final judgment in the Action.

17. Plaintiff's Counsel are hereby awarded a Fee and Expense Amount in the amount of $________________, which the Court finds to be fair and reasonable. The Fee and Expense Amount shall be paid pursuant to the provisions of the Stipulation. Neither Plaintiff, nor Plaintiff's Counsel, shall make, or assist any other

counsel in making, any application for an award of fees or expenses in any other jurisdiction. Plaintiff is hereby also awarded a service award in the amount of $________, to be paid from the Fee and Expense Amount awarded to Plaintiff's Counsel.

18. No proceedings or Court order with respect to any Fee and Expense Amount shall in any way affect or disturb this Judgment (including precluding this Judgment from being treated as final for purposes of any appeal or otherwise being treated as entitled to preclusive effect), and any such proceeding or Court order shall be considered as separate from this Judgment.

19. Without affecting the finality of this Judgment in any way, the Court retains jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and to consider any application for a Fee and Expense Amount, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing, enforcing, and interpreting the Stipulation. Nothing herein dismisses or releases any claim by or against any party to the Stipulation arising out of a breach of the Stipulation or violation of this Judgment.

SO ORDERED this ____ day of __________________, 2026.

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Vice Chancellor Paul A. Fioravanti, Jr.