

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.)

**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?
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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?
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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

Counsel

Blake A. Bennett
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Thomas W. Briggs, Jr
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TUNNELL LLP
1201 N. Market Street
Wilmington, DE 19801
(302) 658-9200

Counsel for Defendants

Counsel for Plaintiff

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.

THIS PAGE IS INTENTIONALLY LEFT BLANK.

InnovAge Derivative Action
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD