

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICHAEL J. BUTALA, Individually and on Behalf ) of All Others Similarly Situated, )  Plaintiff, )  vs. )  OWLET, INC. f/k/a SANDBRIDGE ACQUISITION ) CORPORATION, et al., )  Defendants. )	Case No. 2:21-cv-09016-FLA (SSCx)  Consolidated with Case No. 2:21-cv-09293-FLA (JEMx)  <u>CLASS ACTION</u>
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**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED  
10(B) CLASS SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) MOTION  
FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights will be affected by the above-captioned securities class action ("Action") if you purchased or otherwise acquired securities of Owlet, Inc. (i.e., common stock and/or warrants) ("Owlet Securities") between March 31, 2021 and October 4, 2021, both dates inclusive, and were damaged thereby ("Settlement Class" or "Section 10(b) Settlement Class").<sup>1</sup>

**NOTICE OF PROPOSED 10(B) CLASS SETTLEMENT:** Please also be advised that the Court-appointed Lead Plaintiff Dr. Thomas E. Tweito ("Lead Plaintiff"), on behalf of himself and the Settlement Class (defined below), and defendants Owlet, Inc. ("Owlet") and Kurt Workman (together, "Defendants") have reached a proposed settlement of the Action for \$3,500,000.00 in cash ("Settlement"). The Settlement resolves Lead Plaintiff's claims that Defendants violated the federal securities laws by making materially false and misleading statements during the Class Period concerning regulatory approval to market certain medical devices – i.e., Owlet's flagship product, a baby monitor allowing parents to track an infant's oxygen levels, heart rate, and sleep trends in real time – in the United States. The history of the Action and the claims being released by the Settlement are detailed in ¶¶ 4-15 and ¶¶ 25-31 herein.

**Please Note:** Plaintiffs for the 14(a) class ("Section 14(a) Settlement Class") have separately reached a settlement to resolve claims asserted under Section 14(a) of the Securities Exchange Act of 1934 ("Exchange Act") in the Action and that settlement in the amount of \$1.75 million ("14(a) Class Settlement") is also currently before the Court for approval. Members of the Section 10(b) Settlement Class may also be eligible to receive proceeds from the 14(a) Class Settlement. See ¶ 45 below. Information regarding the 14(a) Class Settlement can be found at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

- **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a cash payment of \$3,500,000.00 ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (defined below at ¶ 36) will be distributed to eligible Settlement Class Members in accordance with a plan of allocation approved by the Court. The plan of allocation being proposed by Lead Plaintiff ("Plan of Allocation") is attached hereto as Appendix A.
- **Estimate of Average Amount of Recovery Per Share/Warrant:** Based on Lead Plaintiff's damages consultant's estimate of the number of shares of Owlet common stock and Owlet warrants eligible to participate in the Settlement, and assuming that all investors eligible to participate do so, the estimated average recovery (*before* deduction of any Court-approved attorneys' fees and expenses, taxes, and administration costs) will be approximately \$0.29 per eligible share of Owlet common stock and approximately \$0.03 per eligible Owlet warrant. **Settlement Class Members**

<sup>1</sup> All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement for the Section 10(b) Class, filed with the Court on January 31, 2025 ("Stipulation"). The Stipulation can be viewed at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).

**should note, however, that the foregoing are only estimates.** Some Settlement Class Members may recover more or less than these amounts depending on: (i) when and the price at which they purchased/acquired their shares of Owlet common stock and/or warrants (including whether they purchased/acquired their shares and/or warrants during the discounted portion of the Class Period); (ii) whether they sold their shares of Owlet common stock and/or warrants; (iii) the total number and value of valid Claims submitted; (iv) the amount of Notice and Administration Costs; and (v) the amount of attorneys' fees and Litigation Expenses awarded by the Court.<sup>2</sup>

- **Average Amount of Damages Per Share/Warrant:** The Parties do not agree on the average amount of damages per share of Owlet common stock and per Owlet warrant that would be recoverable if Lead Plaintiff prevailed in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by the Settlement Class as a result of Defendants' conduct.

- **Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Kessler Topaz Meltzer & Check, LLP, has prosecuted this Action on a wholly contingent basis and has not received any attorneys' fees (or payment of expenses) for its representation of the Settlement Class. For its efforts, Lead Counsel, on behalf of Plaintiff's Counsel who litigated the 10(b) claims, will apply to the Court for attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. Lead Counsel will also apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$180,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to his representation of the Settlement Class in accordance with 15 U.S.C. §78u-4(a)(4). If the Court approves the maximum amount of the foregoing fees and expenses, the estimated average cost will be \$0.11 per eligible share of Owlet common stock and \$0.01 per eligible Owlet warrant. **Please note that these amounts are only estimates.**

- **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by Jennifer L. Joost, Esq. of Kessler Topaz Meltzer & Check, LLP, One Sansome Street, Suite 1850, San Francisco, CA 94104, 1-415-400-3000, info@ktmc.com. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Claims Administrator at: *Owlet Securities Litigation Settlements*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063; 1-866-274-4004; info@strategicclaims.net; or by visiting the website for the Settlement, [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).

- **Reasons for the Settlement:** For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit for the Settlement Class without the risk, delays, and costs inherent in further litigation. Moreover, the cash benefit provided under the Settlement must be considered against the risk that a smaller recovery – or indeed no recovery at all – might be achieved after further litigation, including discovery, class certification, summary judgment, trial and appeals. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<b>SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN JANUARY 17, 2026.</b>	This is the only way to be eligible to receive a payment from the Settlement. <b>If you submit a Claim, your Claim will be processed in accordance with the plans of allocation for <u>both</u> this Settlement and the 14(a) Class Settlement. See ¶ 45 below.</b>

<sup>2</sup> In addition, if a Settlement Class Member held Sandbridge Acquisition Company ("Sandbridge") common stock as of June 1, 2021 and was eligible to vote at Sandbridge's special meeting on July 14, 2021, they would also be potentially eligible to receive additional proceeds from the 14(a) Class Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JANUARY 16, 2026.</b>	<p>Get no payment from the Settlement. This is the <i>only</i> option that may allow you to ever bring or be part of any <i>other</i> lawsuit against Defendants or the other Defendants' Releasees about the claims being released by the Settlement.</p> <p><b>Please Note:</b> Excluding yourself from the Section 10(b) Settlement Class does not automatically exclude you from the Section 14(a) Settlement Class. If you would like to exclude yourself from the Section 14(a) Settlement Class, you must do so in accordance with the instructions set forth in the notice for the 14(a) Class Settlement available at <a href="http://www.strategicclaims.net/owlet">www.strategicclaims.net/owlet</a>.</p>
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JANUARY 16, 2026.</b>	Write to the Court about why you do not like the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's request for attorneys' fees and Litigation Expenses. This will not exclude you from the Settlement Class.
<b>GO TO A HEARING ON FEBRUARY 6, 2026 AT 1:30 P.M.</b>	Ask to speak in Court at the Settlement Hearing by January 16, 2026 ( <i>see</i> ¶ 60 below), at the discretion of the Court, about the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's request for attorneys' fees and Litigation Expenses.
<b>DO NOTHING.</b>	Get no payment from the Settlement. You will, however, remain a member of the Settlement Class, which means that you give up any right you may have to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options – and the deadlines to exercise them – are further explained in this Notice. **Please Note:** The date and time of the Settlement Hearing – currently scheduled for February 6, 2026 at 1:30 p.m. – is subject to change without further written notice to the Settlement Class. It is also within the Court's discretion to hold the hearing by video or telephonic conference. If you plan to attend the hearing, you should check the website [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), the Court's PACER site (*see* ¶ 65 below), or with Lead Counsel to confirm no change to the date and/or time of the hearing has been made.

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## WHAT IS THE PURPOSE OF THIS NOTICE?

1. The Court has directed the issuance of this Notice to inform potential Settlement Class Members about the Action and the proposed Settlement and their options in connection therewith before the Court rules on the Settlement. Additionally, Settlement Class Members have the right to understand how this class action lawsuit may generally affect their legal rights.
2. This Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available under the Settlement, who is eligible for the benefits, and how to get them.
3. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Settlement Class Members pursuant to the Settlement after any objections and appeals are resolved.

## WHAT IS THIS CASE ABOUT?

4. Owllet is a technology company that is primarily engaged in manufacturing and selling products and services that proactively monitor an infant's health and wellness. In this Action, Lead Plaintiff alleged that Defendants violated the federal securities laws by making materially false and misleading statements to investors during the Class Period (i.e., the period between March 31, 2021 and October 4, 2021, inclusive) concerning regulatory approval to market certain medical devices – i.e., Owllet's flagship product, a baby monitor allowing parents to track an infant's oxygen levels, heart rate, and sleep trends in real time – in the United States. Lead Plaintiff further alleged that the price of Owllet Securities was artificially inflated during the Class Period as a result of Defendants' allegedly false and misleading statements and that the Settlement Class suffered damages when the alleged truth regarding these matters was revealed. Defendants deny all of the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any member of the Settlement Class.
5. The Action was commenced on November 17, 2021, with the filing of the putative securities class action complaint styled *Michael J. Butala v. Owllet, Inc. f/k/a Sandbridge Acquisition Corp., et al.*, Case No. 2:21-cv-09016-FLA (SSCx). By Order dated September 8, 2023, the Court appointed Dr. Tweito as Lead Plaintiff for the Section 10(b) class and approved his selection of Kessler Topaz Meltzer & Check, LLP as Lead Counsel for the Section 10(b) class.<sup>3</sup>
6. On December 22, 2023, Lead Plaintiff filed the Consolidated Complaint for Violations of the Federal Securities Laws ("Complaint"). The Complaint asserted claims under Sections 10(b) and 20(a) of the Exchange Act, and SEC Rule 10b-5 promulgated thereunder, against Defendants.
7. Defendants moved to dismiss the Complaint on February 9, 2024. Defendants also filed a request for judicial notice. On March 22, 2024, Lead Plaintiff opposed Defendants' motion to dismiss and responded to Defendants' request for judicial notice. Defendants filed replies in support of their motion to dismiss and request for judicial notice on May 10, 2024.

<sup>3</sup> By the same Order, the Court appointed Drew Conant as lead plaintiff for the Section 14(a) class and approved his selection of Pomerantz LLP as lead counsel for the Section 14(a) class. As noted above, the portion of the case asserting 14(a) Exchange Act claims on behalf of the Section 14(a) class has also settled. The terms of the 14(a) Class Settlement were negotiated separately from this Settlement and can be found at [www.strategicclaims.net/owllet](http://www.strategicclaims.net/owllet).

8. By Order dated August 5, 2024, the Court denied Defendants' motion to dismiss the Complaint.
9. Pursuant to the Court's August 5, 2024 Order, Defendants answered the Complaint on August 19, 2024. On the same day, Defendants filed a motion for reconsideration of the Court's ruling on Defendants' motion to dismiss the Complaint. Lead Plaintiff opposed Defendants' motion for reconsideration on August 30, 2024, and Defendants filed a reply in support of their motion on September 6, 2024.
10. While Defendants' motion for reconsideration was pending, the Parties filed a Joint Report and Discovery Plan Pursuant to Federal Rule of Civil Procedure 26(f) on September 20, 2024.
11. By Order dated September 26, 2024, the Court granted in part and denied in part Defendants' motion for reconsideration. More specifically, the Court: (i) granted Defendants' motion as to challenged pre-merger statements and dismissed without leave to amend claims based upon statements made prior to the merger between Owlet and Sandbridge; and (ii) denied Defendants' motion as to challenged post-merger statements made by and about Owlet.
12. Following the Court's ruling on Defendants' motion for reconsideration, the Parties agreed to participate in a private mediation before David M. Murphy, Esq., of Phillips ADR Enterprises. On November 15, 2024, the Parties exchanged detailed mediation statements and accompanying exhibits that were also submitted to Mr. Murphy. A mediation session with Mr. Murphy was held on November 25, 2024. At the mediation session, the Parties engaged in vigorous settlement negotiations and ultimately agreed to resolve the claims asserted in the Complaint for \$3.5 million.
13. On December 2, 2024, the Parties informed the Court of their agreement-in-principle to resolve all claims under Sections 10(b) and 20(a) of the Exchange Act, as alleged in the Complaint.<sup>4</sup>
14. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on January 31, 2025. The Stipulation, which sets forth the terms and conditions of the Settlement, can be viewed at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).
15. By Order dated September 26, 2025, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

#### **WHY IS THIS CASE A CLASS ACTION?**

16. In a class action, one or more persons or entities (in this case, Lead Plaintiff) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt out," from the class.

#### **WHY IS THERE A SETTLEMENT?**

17. Lead Plaintiff and Lead Counsel believe that Lead Plaintiff's claims against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue Lead Plaintiff's claims, including complex merits and expert discovery, a motion for class certification, summary judgment, and trial, as well as the challenges Lead Plaintiff would face in establishing liability and the Settlement Class's damages. Notably, by Order dated September 26, 2024, the Court granted Defendants' motion for reconsideration as to challenged pre-merger statements and dismissed without leave to amend claims based upon statements made prior to the merger between Owlet and Sandbridge, essentially shortening the class period to August 5, 2021 through October 4, 2021.

18. In light of the Court's ruling on Defendants' motion for reconsideration, the risks of continued litigation, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, as compared to the risk that the claims asserted in the Complaint would produce a smaller recovery, or no recovery, after continued and costly litigation, possibly years in the future.

19. Defendants have denied and continue to deny each and all of the claims asserted against them in the Complaint, and deny that the Settlement Class was harmed or suffered any damages as a result of the conduct alleged. Defendants have agreed to the Settlement solely to eliminate the burden, expense, uncertainty, and risk of continued

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<sup>4</sup> On December 27, 2024, plaintiff for the 14(a) Settlement Class notified the Court that they reached an agreement-in-principle to resolve claims under Section 14(a) of the Exchange Act.

litigation. Accordingly, the Settlement may not be construed as, and is not, an admission of any wrongdoing by Defendants.

#### **WHAT MIGHT HAPPEN IF THERE WAS NO SETTLEMENT?**

20. If there was no Settlement and Lead Plaintiff failed to establish his claims against Defendant, neither Lead Plaintiff nor the other Settlement Class Members would recover anything. Also, if Defendants were successful in proving any of their defenses at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the Settlement Amount, or nothing at all.

#### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

21. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class (or, Section 10(b) Settlement Class) consists of:

**All persons and entities who purchased or otherwise acquired securities of Owlet (i.e., common stock and/or warrants) between March 31, 2021 and October 4, 2021, both dates inclusive, and who were damaged thereby.**

Excluded from the Settlement Class are Defendants, the officers and directors of Owlet, members of their immediate families and their legal representatives, heirs, agents, affiliates, successors or assigns, Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof, and any entity in which Defendants or their immediate families have or had a controlling interest. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 9 below.

**RECEIPT OF THIS NOTICE OR THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO A PAYMENT FROM THE SETTLEMENT.**

**If you are a Settlement Class Member and wish to be eligible to receive a payment from the Settlement, you must submit a Claim Form and the required supporting documentation set forth in the Claim Form postmarked (if mailed), or online at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), no later than January 17, 2026.**

**PLEASE NOTE: BY SUBMITTING A CLAIM FORM, YOU WILL BE POTENTIALLY ELIGIBLE TO RECEIVE A PAYMENT FROM BOTH THIS SETTLEMENT AND THE 14(A) CLASS SETTLEMENT.** If you submit a Claim, your Claim will be processed in accordance with the plans of allocation for both settlements. The proposed Plan of Allocation for this Settlement is set forth in Appendix A hereto. You can review the proposed plan of allocation for the 14(a) Class Settlement at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).

#### **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

22. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

23. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section below entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?"

24. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses, you may present your objections by following the instructions in the section below entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?"

25. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment ("Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that,

upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim (as defined in ¶ 26 below) against Defendants and the other Defendants' Releasees (as defined in ¶ 27 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims directly or indirectly against any of the Defendants' Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

26. "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead Plaintiff or any other member of the Settlement Class: (i) asserted in the Complaint or (ii) could have asserted in any court or forum that arise out of or are based upon the same allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in the Complaint and that relate to the purchase or other acquisition of Owlet securities (i.e., common stock and warrants) during the Class Period. Released Plaintiff's Claims shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) any of the claims being resolved by the 14(a) Class Settlement; (iii) any derivative claims; or (iv) any claims of any persons or entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court.

27. "Defendants' Releasees" means Defendants, Defendants' respective former, present or future parent companies, controlling shareholders, subsidiaries, divisions and affiliates and the respective present and former employees, members, managers, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors, accountants, auditors, and insurers and reinsurers of each of them; and the predecessors, successors, estates, Immediate Family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives, assigns, and assignees of each of them.

28. "Unknown Claims" means any Released Plaintiff's Claims which Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, 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.

Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

29. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in ¶ 30 below) against Lead Plaintiff and the other Plaintiff's Releasees (as defined in ¶ 31 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims directly or indirectly against any of the Plaintiff's Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

30. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to

the institution, prosecution, or settlement of the claims against Defendants. Released Defendants' Claims shall not include any claims relating to the enforcement of the Settlement.

31. "Plaintiff's Releasees" means Lead Plaintiff, all other Settlement Class Members, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family members, insurers, reinsurers, and attorneys, in their capacities as such.

#### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

32. To be eligible for a payment from the Settlement, you must be a member of the Settlement Class and you must timely complete and return a Claim Form with adequate supporting documentation ***postmarked (if mailed), or submitted online at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), no later than January 17, 2026.*** You can obtain a copy of the Claim Form on the website, [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-866-274-4004, or by emailing the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net). Please retain all records of your ownership of and transactions in Owlet common stock and warrants, as they may be needed to document your Claim. The Parties and Claims Administrator do not have information about your transactions in Owlet Securities.

33. **Please Note: There is one Claim Form for both this Settlement and the 14(a) Class Settlement. Accordingly, if you submit a Claim Form, your Claim will be processed in connection with both settlements. Please do not submit two Claim Forms.**

34. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim, you will not be eligible to share in the Net Settlement Fund.

#### HOW MUCH WILL MY PAYMENT BE?

35. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

36. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of \$3,500,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

37. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to the Plan of Allocation set forth in Appendix A, or another plan of allocation, will not affect the Settlement, if approved.

38. Once the Court's order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Defendants' Releasee, or any other person or entity (including Defendants' insurance carriers) who or which paid any portion of the Settlement Amount on Defendants' behalf are entitled to get back any portion of the Settlement Fund. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

39. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim postmarked or received on or before January 17, 2026 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given.

40. Participants in and beneficiaries of any employee retirement and/or benefit plan ("Employee Plan") should NOT include any information relating to shares of Owlet common stock and/or warrants purchased/acquired through an Employee Plan in any Claim Form they submit in this Action. They should include ONLY those shares of Owlet common stock and Owlet warrants purchased/acquired during the Class Period outside of an Employee Plan. Claims based on any Employee Plan(s)' purchases/acquisitions of eligible Owlet common stock and warrants during the Class Period may be made by the Employee Plan(s)' trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in an Employee Plan(s), such persons or entities



shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by such Employee Plan(s).

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

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

43. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired Owlet common stock and/or warrants during the Class Period and were damaged as a result of such purchases or acquisitions, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claims.

44. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff and Lead Counsel. At the Settlement Hearing, Lead Counsel will request the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.**

45. As noted above, if you submit a Claim, your Claim will be processed in connection with both this Settlement and the 14(a) Class Settlement. If, in addition to meeting the requirements for payment pursuant to the Plan of Allocation set forth in Appendix A hereto (or other Court-approved plan of allocation), you also meet the requirements for payment pursuant to the 14(a) Class Settlement, you will be eligible to receive proceeds from both settlements.

#### **WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

46. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Settlement Class, nor has Lead Counsel been paid for its litigation costs and expenses. Before final approval of the Settlement, Lead Counsel will apply, on behalf of Plaintiff's Counsel who litigated the 10(b) claims, to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses in an amount not to exceed \$180,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to his representation of the Settlement Class in accordance with 15 U.S.C. § 78u-4(a)(4).

47. Lead Counsel's motion for attorneys' fees and Litigation Expenses will be filed by January 2, 2026. A copy of Lead Counsel's motion for attorneys' fees and Litigation Expenses will be available for review on the website [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet) once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. ***Settlement Class Members are not personally liable for any such fees or expenses.***

#### **WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?**

48. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails a letter requesting exclusion addressed to: *Owlet Securities Litigation Settlements*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. The request for exclusion must be **received no later than January 16, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each letter requesting exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Section 10(b) Settlement Class in *Michael J. Butala v. Owlet, Inc., et al.*, Case No. 2:21-cv-09016-FLA (SSCx) (C.D. Cal.)"; (iii) state the number of shares of Owlet common stock and/or warrants that the person or entity requesting exclusion (A) owned as of the opening of trading on March 31, 2021 and (B) purchased/acquired and/or sold during the Class Period (*i.e.*, between March 31, 2021 and October 4, 2021, inclusive), as well as the dates, number of shares/warrants, and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative.

49. A letter requesting exclusion shall not be valid and effective unless it provides all the information called for in the foregoing paragraph and is received within the time stated above, or is otherwise accepted by the Court.

50. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiff's Claim against any of the Defendants' Releasees. Excluding yourself from the Settlement Class is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Releasees concerning the Released Plaintiff's Claims. Please note, however, if you decide to exclude yourself from the Settlement Class, Defendants and the other Defendants' Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

51. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment from the Net Settlement Fund.

52. Owlet has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by the Parties.

53. **Excluding yourself from the Section 10(b) Settlement Class does not automatically exclude you from the Section 14(a) Settlement Class. If you would like to exclude yourself from the Section 14(a) Settlement Class, you must do so in accordance with the instructions set forth in the notice for the 14(a) Class Settlement available at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).**

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

54. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the hearing.**

55. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. In addition, the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Settlement Class Members to appear at the hearing by video or telephone, without further written notice to the Settlement Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members must or may participate by telephone or video, it is important that you monitor the Court's docket and the website, [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the website [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet). If the Court requires or allows Settlement Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).**

56. The Settlement Hearing will be held on **February 6, 2026 at 1:30 p.m.**, before the Honorable Fernando L. Aenlle-Rocha, United States District Court Judge for the Central District of California, either in person at the First Street Courthouse, 350 W. 1st Street, Los Angeles, California 90012, in Courtroom 6B, 6<sup>th</sup> Floor, or by telephone or videoconference (at the discretion of the Court). The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's request for attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

57. Any Settlement Class Member may object to the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Court at the address set forth below, as well as serve copies on Lead Counsel and Defendants' Counsel at the addresses set forth below **on or before January 16, 2026**.

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
United States District Court Central District of California First Street Courthouse 350 W. 1st Street Los Angeles, CA 90012	Kessler Topaz Meltzer & Check, LLP Jennifer L. Joost, Esq. One Sansome Street, Suite 1850 San Francisco, CA 94104	Latham & Watkins LLP Colleen C. Smith, Esq. 12670 High Bluff Drive San Diego, CA 92130

58. Any objection, filings, and other submissions by the objecting Settlement Class Member must: (1) clearly identify the case name, case number, and the Settlement (*Michael J. Butala v. Owlet, Inc., et al.*, Case No. 2:21-

cv-09016-FLA (SSCx) (C.D. Cal.) – 10(b) Class Settlement); (2) identify the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (3) state with specificity the grounds for the Settlement Class Member’s objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court’s attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (4) include documents sufficient to prove membership in the Settlement Class, including the number of shares of Owlet common stock and/or warrants that the objecting Settlement Class Member (A) owned as of the opening of trading on March 31, 2021 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares/warrants, and prices of each such purchase/ acquisition and sale. The objecting Settlement Class Member shall provide documentation establishing membership in the Settlement Class through copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector’s broker containing the transactional and holding information found in a broker confirmation slip or account statement.

59. **You may not object to the Settlement, Plan of Allocation, or Lead Counsel’s request for attorneys’ fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a Settlement Class Member.**

60. If you wish to appear and speak about your objection at the Settlement Hearing, you must state that you intend to appear at the hearing in your objection or send a letter stating that you intend to appear at the Settlement Hearing in *Michael J. Butala v. Owlet, Inc., et al.*, Case No. 2:21-cv-09016-FLA (SSCx) (C.D. Cal.) for the 10(b) Class Settlement to the Court at the address set forth in ¶ 57 above so that it is **received on or before January 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.

61. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel’s request for attorneys’ fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

#### WHAT IF I DO NOTHING?

62. If you do nothing, all of your Released Plaintiff’s Claims (*see* ¶ 26 above) against Defendants and the other Defendants’ Releasees will be released, and you will not receive any payment from the Settlement because it is necessary that you submit a Claim in order to be eligible to share in the Settlement proceeds.

#### WHAT IF I BOUGHT OWLET SECURITIES ON SOMEONE ELSE’S BEHALF?

63. If you purchased or otherwise acquired shares of Owlet common stock and/or Owlet warrants between March 31, 2021 through October 4, 2021, inclusive, for the beneficial interest of persons or entities other than yourself, you must either (i) within ten (10) calendar days of receipt of notice, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (ii) within ten (10) calendar days of receipt of notice, request from the Claims Administrator the electronic Postcard Notice or the link to the electronic Notice and Claim Form and, within ten (10) calendar days of receipt of the electronic Postcard Notice or the link, forward it by email to all such beneficial owners; or (iii) within ten (10) calendar days of receipt of notice, provide a list of the names, addresses, and e-mail addresses, if available, of all such beneficial owners to *Owlet Securities Litigation Settlements*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. If you choose the third option, the Claims Administrator will send a copy of the Postcard Notice by mail or email to the beneficial owners you have identified on your list. Upon full compliance with this Order, such Nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.03 plus postage at the current pre-sort rate used by the Claims Administrator for each Postcard Notice actually mailed; \$0.03 per Postcard Notice sent via email or link to the electronic Notice and Claim Form emailed; or \$0.03 per name, address, and e-mail address (to the extent available) provided to the Claims Administrator, which expenses would not have been incurred

except for the sending of such notice, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

64. Copies of the Notice and the Claim Form may be obtained from the website for the Settlement, [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet), by calling the Claims Administrator toll-free at 1-866-274-4004, or by emailing the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net).

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

65. This Notice summarizes the proposed Settlement. For the full terms and conditions of the Settlement, please review the Stipulation at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet). More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by visiting, during regular office hours, the Office of the Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Los Angeles, California 90012. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet).

66. All inquiries concerning this Notice and the Claim Form should be directed to:

<i>Owlet Securities Litigation Settlements</i> c/o Strategic Claims Services P.O. Box 230 600 N. Jackson Street, Suite 205 Media, PA 19063 1-866-274-4004 <a href="mailto:info@strategicclaims.net">info@strategicclaims.net</a> <a href="http://www.strategicclaims.net/owlet">www.strategicclaims.net/owlet</a>	and/or	Kessler Topaz Meltzer & Check, LLP Jennifer L. Joost, Esq. One Sansome Street, Suite 1850 San Francisco, CA 94104 1-415-400-3000 <a href="mailto:info@ktmc.com">info@ktmc.com</a>
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**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THE SETTLEMENT, THIS NOTICE OR THE CLAIMS PROCESS.**

DATED: September 26, 2025

BY ORDER OF THE COURT  
United States District Court  
Central District of California

## **APPENDIX A**

### **PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND FOR THE 10(B) CLASS SETTLEMENT**

The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiff after consultation with his damages consultant. The Court may approve the Plan of Allocation with or without modification, or approve another plan of allocation, without further notice to the Settlement Class. Any orders regarding a modification of the Plan of Allocation will be posted on the website for the Settlement, [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet). Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan of Allocation.

The objective of the proposed Plan of Allocation is to equitably distribute the Net Settlement Fund among those Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws set forth in the Complaint. To that end, Lead Plaintiff's damages consultant calculated the estimated amount of alleged artificial inflation in the per share price of Owlet common stock and the estimated amount of alleged artificial inflation in the per warrant price of Owlet warrants (together with Owlet common stock, Owlet Securities) over the course of the Class Period that was allegedly proximately caused by Defendants' alleged materially false and misleading statements and omissions.

Calculations made pursuant to the Plan of Allocation do not represent a formal damages analysis that has been adjudicated in the Action and are not intended to measure the amounts that Settlement Class Members would recover after a trial, nor are these calculations intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. Accordingly, to have a "Recognized Loss Amount" pursuant to the Plan of Allocation, a person or entity must have purchased or otherwise acquired Owlet Securities during the Class Period (i.e., the period between March 31, 2021 and October 4, 2021, inclusive) and ***held such Owlet Securities through the alleged corrective disclosure on October 4, 2021*** that removed the alleged artificial inflation related to that information.

All Claims submitted for the 10(b) Class Settlement will be calculated pursuant to: (i) the Plan of Allocation set forth below based on claims asserted under Section 10(b) of the Exchange Act; as well as (ii) the plan of allocation being proposed for the 14(a) Class Settlement based on claims asserted under Section 14(a) of the Exchange Act. The proposed plan of allocation for the 14(a) Class Settlement ("14(a) Plan of Allocation") is contained in the notice for the 14(a) Class Settlement available at [www.strategicclaims.net/owlet](http://www.strategicclaims.net/owlet). If a Claimant has a loss pursuant to the 14(a) Plan of Allocation, the Claimant will be eligible for compensation from the 14(a) Class Settlement in addition to being eligible for compensation from this Settlement.

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE 10(B) CLASS SETTLEMENT**

1. For purposes of determining whether a Claimant has a "Recognized Claim," the purchases, acquisitions, and sales of Owlet common stock<sup>5</sup> will first be matched on a First In, First Out ("FIFO") basis as set forth in ¶ 6 below. Likewise, the purchases, acquisitions, and sales of Owlet warrants<sup>6</sup> will also be matched on a FIFO basis.

2. A "Recognized Loss Amount" will be calculated as set forth below for *each* share of Owlet common stock purchased or otherwise acquired between March 31, 2021 and October 4, 2021, inclusive, and for *each* Owlet warrant purchased or otherwise acquired between March 31, 2021 and October 4, 2021, inclusive, that is listed in the Claim Form and for which adequate documentation is provided.<sup>7</sup> To the extent that the calculation of a Claimant's

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<sup>5</sup> For purposes of the Plan of Allocation, Owlet common stock includes transactions and holdings in Sandbridge common stock (ticker "SBG") during the Class Period.

<sup>6</sup> For purposes of the Plan of Allocation, Owlet warrants include transactions and holdings in Sandbridge warrants (ticker "SBG WS") during the Class Period.

<sup>7</sup> Any transactions in Owlet Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Recognized Loss Amount results in a negative number, that number shall be set to zero. The sum of a Claimant's Recognized Loss Amounts will be the Claimant's Recognized Claim.

3. Please Note: Recognized Loss Amounts will also take into account the Court's September 26, 2024 Order Granting In Part Defendants' Motion For Reconsideration [DKT. 127], which dismissed with prejudice certain alleged misstatements in the Complaint prior to August 5, 2021. Because of the dismissal of the claims of Settlement Class Members who purchased Owlet Securities during the period from March 31, 2021 through August 4, 2021, inclusive, it is far less likely that Lead Plaintiff could have prevailed on these claims if the Action had continued, as doing so would have required successfully appealing the Court's dismissal of those statements. Accordingly, Recognized Loss Amounts for purchases of Owlet Securities during the period from March 31, 2021 through August 4, 2021, inclusive, will be discounted by 90% (i.e., the Recognized Loss Amount will be multiplied by 0.10) to account for the unlikelihood of prevailing on an appeal of the dismissed statements.

4. A Claimant's Recognized Loss Amount will be calculated as follows:<sup>8</sup>
- a. For each share of Owlet common stock and each Owlet warrant purchased or otherwise acquired during the Class Period and subsequently sold prior to the opening of trading on October 4, 2021, the Recognized Loss Amount is \$0.
  - b. For each share of Owlet common stock and each Owlet warrant purchased or otherwise acquired during the Class Period<sup>9</sup> and sold after the opening of trading on October 4, 2021, and before the close of trading on December 31, 2021,<sup>10</sup> the Recognized Loss Amount shall be **the least of**:
    - i. \$1.26 per share of Owlet common stock or \$0.21 per Owlet warrant, the amount of alleged artificial inflation applicable to each such share of Owlet common stock or each such Owlet warrant; or
    - ii. the actual purchase/acquisition price of each share of Owlet common stock or Owlet warrant (excluding taxes, commissions, and fees) **minus** the respective 90-day Look-Back Value as set forth in **Table 1** below; or
    - iii. the Out of Pocket Loss, calculated as the actual purchase/acquisition price per share of Owlet common stock or per Owlet warrant (excluding taxes, commissions, and fees) **minus** the actual per share or per warrant sale price of each such share of Owlet common stock or Owlet warrant (excluding taxes, commissions, and fees).
  - c. For each share of Owlet common stock and each Owlet warrant purchased or otherwise acquired during the Class Period and held as of the close of trading on December 31, 2021 (i.e., the last day of the 90-day Look-Back Period), the Recognized Loss Amount shall be **the lesser of**:
    - i. \$1.26 per share of Owlet common stock or \$0.21 per Owlet warrant, the amount of alleged artificial inflation applicable to each such share of Owlet common stock or each such Owlet warrant; or

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<sup>8</sup> Because all corrective information was released to the market *prior* to market open on October 4, 2021, Recognized Loss Amounts for purchases of Owlet Securities on October 4, 2021 will be discounted by 90% (i.e., the Recognized Loss Amount will be multiplied by 0.10).

<sup>9</sup> Shares of Owlet common stock and Owlet warrants purchased or otherwise acquired as a result of the conversion of held Sandbridge Units (ticker "SBG.U") will be treated as purchases of Owlet common stock and Owlet warrants on the date of conversion, on or about July 16, 2021. If no price is documented for such conversion, the closing price on July 16, 2021 for the respective security will be applied.

<sup>10</sup> December 31, 2021 represents the last day of the 90-day period subsequent to the end of the Class Period, i.e., the period from October 4, 2021 through December 31, 2021 (the "90-day Look-Back Period"). The PSLRA imposes a statutory limitation on recoverable damages using the 90-day Look-Back Period. This limitation is incorporated into the calculation of a Settlement Class Member's Recognized Loss Amount. Specifically, a Settlement Class Member's Recognized Loss Amount cannot exceed the difference between the purchase price paid for the respective Owlet Security and the average price of that Owlet Security during the 90-day Look-Back Period if the Owlet Security was held through December 31, 2021, the end of this period. Losses on Owlet Securities purchased/acquired during the period between March 31, 2021 and October 4, 2021, inclusive, and sold during the 90-day Look-Back Period cannot exceed the difference between the purchase price paid for the Owlet Security and the average price of the respective Owlet Security during the portion of the 90-day Look-Back Period elapsed as of the date of sale (the "Owlet Common Stock 90-day Look-Back Value" and the "Owlet Warrant 90-day Look-Back Value"), as set forth in **Table 1** below.

- ii. the actual purchase/acquisition price per share of Owlet common stock or Owlet warrant (excluding taxes, commissions, and fees) **minus** \$3.79 per share of Owlet common stock or \$0.55 per Owlet warrant (i.e., the average closing prices of the Owlet Securities during the 90-day Look-Back Period as shown on the last line in **Table 1** below).

### **ADDITIONAL PROVISIONS**

5. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 11 below) is \$10.00 or greater.

6. If a Settlement Class Member has more than one purchase/acquisition or sale of Owlet Securities during the Class Period, all purchases/acquisitions and sales shall be matched on a FIFO basis for each respective Owlet Security. Class Period sales will be matched first against any holdings of the Owlet Security at the beginning of the Class Period, and then against purchases/acquisitions of the Owlet Security, in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

7. Purchases/acquisitions and sales of Owlet Securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Owlet Securities during the Class Period shall not be deemed a purchase, acquisition, or sale of the Owlet Securities for the calculation of an Authorized Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Owlet Security unless (i) the donor or decedent purchased or otherwise acquired such Owlet Security during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Owlet Security; and (iii) it is specifically so provided in the instrument of gift or assignment.

8. Maximum Recovery for Owlet Warrants: The Settlement proceeds available for Owlet warrants purchased/acquired during the Class Period shall be limited to a total amount equal to 4% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for Owlet warrants exceeds 4% of all Recognized Claims, then the Recognized Loss Amounts calculated for warrant transactions will be reduced proportionately until they collectively equal 4% of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100% of the Owlet common stock-based claims, any excess amount will be used to pay the balance on the remaining warrant-based claims.

9. For Owlet common stock, the date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Owlet common stock. The date of a “short sale” is deemed to be the date of sale of the Owlet common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has an opening short position in Owlet common stock, the earliest purchases or acquisitions during the Class Period shall be matched against such opening short position and shall not be entitled to a recovery until that short position is fully covered.

10. Owlet common stock and Owlet warrants are the only securities eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell Owlet common stock are not securities eligible to participate in the Settlement. With respect to Owlet common stock purchased or sold through the exercise of an option, the purchase/sale date of the Owlet common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option. Any Recognized Loss Amount arising from purchases of Owlet common stock acquired during the Class Period through the exercise of an option on Owlet common stock<sup>11</sup> shall be computed as provided for other purchases of Owlet common stock in the Plan of Allocation.

11. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their losses. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount pursuant to this Plan of Allocation calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.<sup>12</sup> If a Claimant has a loss pursuant to the 14(a) Plan of Allocation, the Authorized Claimant’s distribution from that settlement will be the Authorized Claimant’s loss calculated pursuant to the 14(a) Plan

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<sup>11</sup> This includes (1) purchases of Owlet common stock as the result of the exercise of a call option, and (2) purchases of Owlet common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

<sup>12</sup> In the event that your Distribution Amount falls below the \$10.00 de minimis payment amount for this Settlement but you are entitled to a payment in the 14(a) Class Settlement that when combined with your Distribution Amount for the 10(b) Class Settlement brings you above the \$10.00 de minimis payment amount, you will receive a payment.

of Allocation divided by the total losses of all Authorized Claimants calculated pursuant to the 14(a) Plan of Allocation, multiplied by the total amount in the net settlement fund for the 14(a) Class Settlement

12. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

13. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Plaintiff's Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Plaintiff's Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

<b>TABLE 1</b> <b>Owlet Common Stock 90 Day Look-Back Value</b> <b>and Owlet Warrant 90 Day Look-Back Value</b> <b>by Sale/Disposition Date (October 4, 2021 through December 31, 2021)<sup>13</sup></b>					
<b>Sale Date</b>	<b>Average Closing Price for Owlet Common Stock Between October 4, 2021 and Date Shown</b>	<b>Average Closing Price for Owlet Warrants Between October 4, 2021 and Date Shown</b>	<b>Sale Date</b>	<b>Average Closing Price for Owlet Common Stock Between October 4, 2021 and Date Shown</b>	<b>Average Closing Price for Owlet Warrants Between October 4, 2021 and Date Shown</b>
10/4/2021	\$4.19	\$0.73	11/17/2021	\$4.01	\$0.56
10/5/2021	\$4.15	\$0.68	11/18/2021	\$4.01	\$0.56
10/6/2021	\$4.21	\$0.63	11/19/2021	\$4.01	\$0.56
10/7/2021	\$4.25	\$0.60	11/22/2021	\$4.01	\$0.57
10/8/2021	\$4.25	\$0.58	11/23/2021	\$4.01	\$0.56
10/11/2021	\$4.22	\$0.56	11/24/2021	\$4.01	\$0.57
10/12/2021	\$4.19	\$0.56	11/26/2021	\$4.03	\$0.57
10/13/2021	\$4.16	\$0.55	11/29/2021	\$4.03	\$0.57
10/14/2021	\$4.14	\$0.55	11/30/2021	\$4.05	\$0.57
10/15/2021	\$4.11	\$0.54	12/1/2021	\$4.05	\$0.57
10/18/2021	\$4.09	\$0.54	12/2/2021	\$4.05	\$0.57

<sup>13</sup> The per-share/per-warrant values listed in Table 1 are based on the price of Owlet common stock/warrants in effect at the time (prior to any stock splits).



**TABLE 1**  
**Owlet Common Stock 90 Day Look-Back Value**  
**and Owlet Warrant 90 Day Look-Back Value**  
**by Sale/Disposition Date (October 4, 2021 through December 31, 2021)<sup>13</sup>**

<b>Sale Date</b>	<b>Average Closing Price for Owlet Common Stock Between October 4, 2021 and Date Shown</b>	<b>Average Closing Price for Owlet Warrants Between October 4, 2021 and Date Shown</b>		<b>Sale Date</b>	<b>Average Closing Price for Owlet Common Stock Between October 4, 2021 and Date Shown</b>	<b>Average Closing Price for Owlet Warrants Between October 4, 2021 and Date Shown</b>
10/19/2021	\$4.07	\$0.53		12/3/2021	\$4.05	\$0.57
10/20/2021	\$4.05	\$0.53		12/6/2021	\$4.04	\$0.57
10/21/2021	\$4.04	\$0.53		12/7/2021	\$4.04	\$0.58
10/22/2021	\$4.02	\$0.53		12/8/2021	\$4.04	\$0.58
10/25/2021	\$4.00	\$0.53		12/9/2021	\$4.03	\$0.58
10/26/2021	\$3.97	\$0.53		12/10/2021	\$4.03	\$0.58
10/27/2021	\$3.95	\$0.53		12/13/2021	\$4.02	\$0.58
10/28/2021	\$3.94	\$0.53		12/14/2021	\$4.01	\$0.58
10/29/2021	\$3.92	\$0.53		12/15/2021	\$4.00	\$0.58
11/1/2021	\$3.91	\$0.53		12/16/2021	\$3.98	\$0.57
11/2/2021	\$3.89	\$0.53		12/17/2021	\$3.96	\$0.57
11/3/2021	\$3.89	\$0.54		12/20/2021	\$3.94	\$0.57
11/4/2021	\$3.89	\$0.54		12/21/2021	\$3.92	\$0.57
11/5/2021	\$3.89	\$0.54		12/22/2021	\$3.90	\$0.56
11/8/2021	\$3.88	\$0.54		12/23/2021	\$3.88	\$0.56
11/9/2021	\$3.88	\$0.54		12/27/2021	\$3.86	\$0.56
11/10/2021	\$3.90	\$0.54		12/28/2021	\$3.85	\$0.56
11/11/2021	\$3.91	\$0.55		12/29/2021	\$3.83	\$0.55
11/12/2021	\$3.95	\$0.55		12/30/2021	\$3.81	\$0.55
11/15/2021	\$3.97	\$0.56		12/31/2021	\$3.79	\$0.55
11/16/2021	\$3.99	\$0.56				