UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

DHIMANT PATEL, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. EDWARDS LIFESCIENCES CORPORATION and BERNARD J. ZOVIGHIAN, Defendants.	Case No. 8:24-cv-02221-AH-KES

NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED 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 the common stock of Edwards Lifesciences Corporation ("Edwards" or the "Company") during the period from February 6, 2024 through July 24, 2024, inclusive (the "Class Period"), and were damaged thereby.[1]

NOTICE OF PROPOSED SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs City of Fort Lauderdale Police & Firefighters' Retirement System and Louisiana Sheriffs' Pension & Relief Fund (together, "Lead Plaintiffs"), on behalf of themselves and the Settlement Class, have reached a proposed settlement of the Action for **$39,000,000** in cash ("Settlement").

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.

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by Lead Plaintiffs, on behalf of themselves and other members of the Settlement Class, asserting claims against Edwards and its Chief Executive Officer, Bernard J. Zovighian ("Defendants"). In the Action, Lead Plaintiffs assert federal civil securities law claims arising from purportedly materially false and misleading statements to investors during the Class Period concerning the growth prospects of Edwards' core product, its transcatheter aortic valve replacement ("TAVR") platform. A more detailed description of the Action is set forth in ¶¶ 11-22 below. Defendants expressly have denied and continue to deny all claims and allegations of wrongdoing asserted against them in the Action. Nothing in this Notice is intended to, and should not be construed as, an admission of wrongdoing, a determination of liability, or a statement regarding the merits of the case, nor does it reflect any

[1] All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement dated July 1, 2026 ("Stipulation"). The Stipulation can be viewed at www.EdwardsLifesciencesSecuritiesLitigation.com.

factual findings or conclusions by the parties or the court. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 30 below.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a cash payment of $39,000,000 ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys' fees awarded by the Court, and (e) any other costs or fees approved by the Court) 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 Plaintiffs ("Plan of Allocation") is attached to this Notice as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on an estimate of the number of shares of Edwards common stock 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 fees and expenses, such as attorneys' fees and expenses, taxes, and administration costs) will be approximately $0.66 per eligible share. **Settlement Class Members should note, however, that the foregoing is only an estimate.** Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased or sold their Edwards common stock, and the total number and value of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court.

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

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel[2] have prosecuted this Action on a wholly contingent basis and have not received any attorneys' fees (or payment of expenses) for their representation of the Settlement Class. For their efforts, Lead Counsel will apply to the Court for attorneys' fees for Plaintiffs' Counsel in an amount not to exceed 25% 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 $195,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class pursuant to 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 per eligible share of Edwards common stock will be approximately $0.17 per share. Please note that this amount is only an estimate.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Settlement Class are represented by Jeremy P. Robinson of Bernstein Litowitz Berger & Grossmann LLP,

[2] Plaintiffs' Counsel means Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP, and additional counsel for Lead Plaintiffs, Klausner, Kaufman, Jensen & Levinson, P.A.

1251 Avenue of the Americas, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN DECEMBER 2, 2026.	This is the only way to be eligible to receive a payment from the Settlement. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 35 below) that you have against Defendants and the other Released Defendants' Parties (defined in ¶ 36 below), so it is in your interest to submit a Claim Form. In short, if you remain a Settlement Class Member, you will release all claims related to this Action, as detailed in ¶ 34 below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS *RECEIVED* NO LATER THAN DECEMBER 2, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defendants' Parties concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN DECEMBER 2, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON DECEMBER 16, 2026, AT 1:30 P.M. PACIFIC TIME	Filing a written objection and notice of intention to appear by December 2, 2026 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action. In short, if you remain a Settlement Class Member and do not submit a valid Claim Form, you will still release all claims related to this Action, as detailed in ¶ 34 below.

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 December 16, 2026, at 1:30 p.m. Pacific Time, 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 www.EdwardsLifesciencesSecuritiesLitigation.com or with Lead Counsel to confirm no change to the date and/or time of the hearing has been made.

WHAT THIS NOTICE CONTAINS

WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired Edwards common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses (the "Settlement Hearing"). *See* ¶¶ 60-61 below for details about the Settlement Hearing, including the date and location of the hearing.

10. 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 a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. Edwards is a medical technology company that, during the Class Period, manufactured products for heart valve repair, including artificial heart valves as part of the Company's TAVR technology. The Company maintains its headquarters in Irvine, California. During the Class Period, Edwards's common stock traded on the New York Stock Exchange under the ticker symbol "EW."

12. On October 14, 2024, a putative class action was brought in the United States District Court for the Central District of California (the "Court"), against Edwards and certain of its executives, alleging violations of the Securities Exchange Act of 1934 (the "Exchange Act").

13. On December 29, 2024, the Court appointed City of Fort Lauderdale Police & Firefighters' Retirement System and Louisiana Sheriffs' Pension & Relief Fund as Lead Plaintiffs for the Action and approved Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel under the Private Securities Litigation Reform Act ("PSLRA"), 15 U.S.C. § 78u-4.

14. On March 21, 2025, Lead Plaintiffs filed the Amended Consolidated Complaint for Violations of the Federal Securities Laws (the "Complaint"). The Complaint asserted claims on behalf of all persons or entities who purchased or otherwise acquired Edwards common stock during the period from February 6, 2024 through July 24, 2024, inclusive. The Complaint alleged

that Defendants Edwards and Zovighian and the Former Individual Defendants[3] made materially false and misleading statements or omissions concerning the growth prospects of Edwards' core product, its TAVR platform. The Complaint asserted (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against Defendants and the Former Individual Defendants; (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a) against Zovighian and the Former Individual Defendants; and (iii) claims under Section 20A of the Exchange Act against Zovighian.

15. On May 20, 2025, Defendants and the Former Individual Defendants moved to dismiss the Complaint in its entirety asserting (among other things) that Lead Plaintiffs failed to sufficiently allege: (i) any actionable false or misleading statement; (ii) that defendants acted with scienter in making any alleged misrepresentation; and (iii) loss causation. The motion was fully briefed and the Court held oral argument on the motion to dismiss the Complaint on September 17, 2025.

16. On September 19, 2025, the Court entered an order granting in part and denying in part the motion to dismiss the Complaint. The Court (i) sustained Lead Plaintiffs' Section 10(b) and Rule 10b-5 claims against Edwards and Zovighian but dismissed those claims against the Former Individual Defendants; (ii) noted that the issue of Zovighian's scienter was "a very close one;" (iii) sustained Lead Plaintiffs' Section 20(a) claims against Zovighian but dismissed those claims against the Former Individual Defendants; and (iv) dismissed Lead Plaintiffs' Section 20A claims against Zovighian. In its September 19, 2025 order, the Court suggested that the Parties "phase[] discovery" by first "limit[ing] [it] to the issue of Zovighian's knowledge and scienter"—and even proposed "early motion practice, or other potential relief requested by Defendants."

17. Discovery in the Action commenced following the Court's September 19, 2025 ruling on Defendants' motion to dismiss the Complaint. Plaintiffs served discovery requests in September 2025, and Defendants responded in October 2025. The Parties then engaged in significant negotiations over the discovery to be produced limited to the issue of Zovighian's scienter. Plaintiffs brought a motion to compel additional discovery. Following a hearing and direction from the Court, the parties negotiated a resolution of the motion to compel with additional discovery being produced. In connection with discovery, Defendants produced over 125,000 pages of documents (over 23,500 documents in total).

18. Pursuant to L.R. 16-15 of the Local Rules—Central District of California, which states *inter alia* that it "is the policy of the Court to encourage disposition of civil litigation by settlement when such is in the best interest of the parties," urges the Parties "first to discuss and to attempt to reach settlement among themselves," and requires mandatory ADR procedures, the Parties began exploring the possibility of a settlement in early 2026. The Parties agreed to engage in private mediation and retained Jed D. Melnick of JAMS to act as mediator in the Action (the "Mediator").

19. Counsel for the Parties participated in a mediation session before the Mediator on April 20, 2026. In advance of that session, the Parties exchanged and submitted detailed mediation statements to the Mediator.

20. In connection with the mediation process, Mr. Melnick made a mediator's recommendation that the Parties settle the Action for $39,000,000, which the Parties accepted. The

[3] The Former Individual Defendants are additional Edwards executives: Daveen Chopra, Scott B. Ullem, and Larry L. Wood.

agreement's terms were memorialized in a Memorandum of Understanding executed on June 2, 2026.

21. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on July 1, 2026. The Stipulation, which sets forth the terms and conditions of the Settlement, can be viewed at www.EdwardsLifesciencesSecuritiesLitigation.com.

22. On August 3, 2026, 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?

23. In a class action, one or more persons or entities (in this case, Lead Plaintiffs) 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?

24. Lead Plaintiffs and Lead Counsel believe that Lead Plaintiffs' claims against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue Lead Plaintiffs' claims through the conclusion of complex merits and expert discovery, an expected motion for summary judgment, and trial. To defeat summary judgment and prevail at trial, Lead Plaintiffs would have been required to prove that Defendants' statements were materially false; that Defendant Zovighian had actual knowledge that his statements were false when made; and that the alleged corrective disclosure concerning Defendants' false and misleading statements caused a decline in the price of Edwards' stock.

25. Defendants would have had substantial arguments to make concerning each of these issues. For example, Defendants argued that their statements were not false or misleading, including because (i) they warned investors that TAVR growth might slow, and (ii) they did not possess contemporaneous information that contradicted their growth projections. Lead Plaintiffs also faced significant risk that the Court or a jury might find that Defendant Zovighian lacked scienter on a complete record at summary judgment or trial. Indeed, Defendants insisted that at all times they acted in good faith, never had any intent to mislead investors in any way, and that as soon as they were aware of actual results that suggested they should revise their TAVR guidance, they promptly did so. As such, Defendants were adamant that their conduct at all times complied with the federal securities laws. While Lead Plaintiffs would have responded, Defendants' arguments on the merits presented significant risks at future stages of the litigation.

26. Lead Plaintiffs faced further significant risks related to proving loss causation and damages. Indeed, Defendants argued vehemently that there were zero damages, including because Edwards merely revised its forward-looking guidance and revealed disappointing financial results that cannot establish loss causation. Defendants also argued that Edwards had warned investors that TAVR sales could be impacted by many factors, including hospital capacity constraints. Defendants also asserted that Edwards' revised guidance did not and could not reveal any actionable statement was false or misleading.

27. Moreover, in order to obtain recovery, Lead Plaintiffs would have to prevail at several stages—at summary judgment, at trial, and on appeal. Thus, there were significant risks attendant to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all. In light of these risks, Lead Plaintiffs believe that the proposed $39,000,000 Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

28. Defendants have denied and continue to deny each and all of the claims asserted against them in the Action, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of the federal securities laws or any other law, that Defendants have acted improperly in any way, or that Defendants have any liability or owe any damages of any kind to Lead Plaintiffs or the Settlement Class. Defendants have agreed to the Settlement solely to eliminate the burden, expense, and uncertainty of continued litigation. Accordingly, the Settlement may not be construed as, and is not, an admission of any wrongdoing by any Defendant.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

29. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. If Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

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

30. 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 consists of:

> all persons or entities who purchased or otherwise acquired Edwards common stock during the period from February 6, 2024 through July 24, 2024, inclusive (the "Class Period"), and were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) their respective successors and assigns; (iii) the past and current executive officers and directors of Defendants (including the Former Individual Defendants); (iv) the members of the Immediate Family Members of Zovighian and the Former Individual Defendants; (v) any entity in which any of the above excluded persons have or had a direct or controlling ownership interest; and (vi) the legal representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded from the Settlement Class are any persons and entities that 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 13 below.

PLEASE NOTE: Receipt of this 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 you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in

the Claim Form postmarked (if mailed), or online at www.EdwardsLifesciencesSecuritiesLitigation.com, no later than December 2, 2026.

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

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

32. 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?" on page 13 below.

33. 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?" on page 14 below.

34. 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 Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their respective successors, predecessors, assigns, heirs, parents, affiliates, executors, administrators, 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 Plaintiffs' Claim (as defined in ¶ 35 below) (including, without limitation, Unknown Claims (as defined in ¶ 37 below)) against Defendants and the other Released Defendants' Parties (as defined in ¶ 36 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims directly or indirectly against any of the Released Defendants' Parties. *In short, if you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be releasing all claims you have related to this Action, as specified in ¶ 35 below*.

35. "Released Plaintiffs' Claims" means all claims (including "Unknown Claims"), disputes, demands, losses, liabilities, rights, damages, actions or causes of action, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever) of every nature and description whatsoever, whether in law or in equity, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Lead Plaintiffs, any member of the Settlement Class, or their respective successors, assigns, parents, affiliates, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendants' Parties, that arise out of, are based on, or in any way relate to (i) the allegations, claims, disclosures, acts, transactions, facts, events, circumstances, matters, occurrences, conduct, failures to act, statements, representations or omissions involved, set forth, alleged or referred to in the Action (or any complaint filed in the Action) or which could have been alleged or referred to in the Action based on the facts or events at issue, and (ii) the purchase or

acquisition of Edwards common stock during the Class Period. “Released Plaintiffs’ Claims” does not, however, include (i) any claims asserted in any related ERISA or shareholder derivative action, including *In re Edwards Lifesciences Corp. Derivative Litigation*, 8:24-cv-02822-AH-KES (C.D. Cal.); (ii) any claims to enforce the Settlement; or (iii) any claims of any person or entity who or which is excluded from the Settlement Class.

36. “Released Defendants’ Parties” means (i) Defendants and Former Individual Defendants; (ii) each of their respective past, present, and future immediate family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related entities and affiliates, any trust of which Zovighian or any Former Individual Defendant is the settler or which is for the benefit of any such individual and/or member(s) of his or his family; and (iii) for any of the entities included in (i) and (ii), their respective past, present and future general partners, limited partners, principals, shareholders, joint venturers, parent entities, subsidiaries, related entities and affiliates, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Defendants’ counsel and all other counsel who have represented any current or former Defendant in the Action), professionals, parents, predecessors, successors, assigns, heirs, executors, administrators, estates, beneficiaries, foundations and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.

37. “Unknown Claims” means any and all Released Plaintiffs’ Claims against the Released Defendants’ Parties that Lead Plaintiffs, Lead Counsel, or any Settlement Class Member does not know or suspect to exist in his, her, their, or its favor at the time of their release, and any and all Released Defendants’ Claims against the Released Plaintiffs’ Parties that any Defendant does not know or suspect to exist in his or its favor at the time of their release, including without limitation those that, if known might have affected in any way his, her, their, or its decision(s) with respect to the Settlement or the Releases. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Parties agree that, upon the Effective Date, Lead Plaintiffs and each Defendant shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the judgment shall have 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

38. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective successors, predecessors, assigns, heirs, parents, affiliates, executors, administrators, 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 ¶ 39 below) (including, without limitation, Unknown Claims) against Lead Plaintiffs and the other Released Plaintiffs’ Parties (as defined in ¶ 40 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 Released Plaintiffs' Parties.

39. "Released Defendants' Claims" means all claims (including "Unknown Claims"), disputes, demands, liabilities, losses, rights, and causes of action of any nature whatsoever, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever) of every nature and description whatsoever, whether in law or in equity, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by the Released Defendants' Parties or any of them against any Released Plaintiffs' Parties, which: arise out of, are based on, or relate in any way to (i) the institution, prosecution, assertion, settlement, or resolution of the Action (except for claims to enforce the Settlement); or (ii) relate to conduct of, or acts undertaken by, Plaintiffs' Counsel during the prosecution or investigation of the Action or any claims asserted in the Action.

40. "Released Plaintiffs' Parties" means (i) Lead Plaintiffs and the members of the Settlement Class; and (ii) each of their respective past, present and future family members, and their respective past, present, and future general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Plaintiffs' Counsel and all other counsel who have represented any current or former plaintiff or proposed putative class in the Action), professionals, parents, predecessors, successors, assigns, heirs, executors, administrators, estates, beneficiaries, foundations and any controlling person thereof, in their capacities as such.

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

41. 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.EdwardsLifesciencesSecuritiesLitigation.com, no later than December 2, 2026***. A Claim Form is included with this Notice, or you may obtain a copy from the website maintained by the Claims Administrator, www.EdwardsLifesciencesSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-833-930-0555, or by emailing the Claims Administrator at info@EdwardsLifesciencesSecuritiesLitigation.com. Please retain all records of your ownership of and transactions in Edwards common stock, as they may be needed to document your Claim. The Parties and Claims Administrator do not have information about your transactions in Edwards common stock.

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

HOW MUCH WILL MY PAYMENT BE?

43. 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.

44. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of $39,000,000 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.

45. 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.

46. Once the Court's order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Released Defendants' Party, or any other person or entity 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.

47. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or received on or before December 2, 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.

48. Participants in, and beneficiaries of, an Edwards employee benefit plan covered by the Employee Retirement Income Security Act of 1974 ("ERISA Plan") should NOT include any information relating to their transactions in Edwards common stock held through the ERISA Plan in any Claim Form that they submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan.

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

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

51. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired Edwards common stock 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 Claim Forms.

52. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiffs 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.**

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

53. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for Plaintiffs' Counsel in an amount not to exceed 25% 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 $195,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class pursuant to 15 U.S.C. §78u-4(a)(4).

54. Lead Counsel's motion for attorneys' fees and Litigation Expenses will be filed by November 11, 2026. A copy of Lead Counsel's motion for attorneys' fees and Litigation Expenses will be available for review at www.EdwardsLifesciencesSecuritiesLitigation.com 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?

55. 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 written Request for Exclusion from the Settlement Class, addressed to *Edwards Lifesciences Securities Litigation*, EXCLUSIONS, c/o Kroll Settlement Administration, PO Box 5014, New York, NY 10150-5014. **The Request for Exclusion must be *received* no later than December 2, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for 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 Settlement Class in *Patel v. Edwards Lifesciences Corp.*, Case No. 8:24-cv-02221-AH-KES (C.D. Cal.)"; (iii) state the number of shares of Edwards common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on February 6, 2024 and (B) purchased/acquired and/or sold during the Class Period (i.e., from February 6, 2024 through July 24, 2024, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

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

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

58. Defendants have 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 Lead Plaintiffs and Defendants.

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?

59. **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 Settlement Hearing.**

60. **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 phone, 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 phone or video, it is important that you monitor the Court's docket and the website, www.EdwardsLifesciencesSecuritiesLitigation.com, 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 www.EdwardsLifesciencesSecuritiesLitigation.com. 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.EdwardsLifesciencesSecuritiesLitigation.com.**

61. The Settlement Hearing will be held on **December 16, 2026, at 1:30 p.m. Pacific Time**, before the Honorable Anne Hwang, United States District Court Judge for the Central District of California, in Courtroom 9C, 9th Floor of the Felicitas and Gonzalo Mendez United States Courthouse, 350 W 1st Street, Los Angeles, CA 90012. At the Settlement Hearing, the Court will consider: (i) whether, for purposes of the Settlement only, the Action should be certified as a class action on behalf of the Settlement Class, Lead Plaintiffs should be appointed as Class Representatives for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (ii) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (iii) whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against Defendants and granting the releases specified and described in the Stipulation (and in this Notice); (iv) whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (v) whether the motion by Lead Counsel for attorneys' fees and Litigation Expenses should be approved; and (vi) any other matters that may properly be brought before the Court in connection with the Settlement. 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.

62. Any Settlement Class Member that does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of 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, electronically with the Court or by letter mailed to the Clerk's Office at the United States District Court for the Central District of California at the address set forth below, **on or before December 2, 2026**. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are received **on or before December 2, 2026**.

Clerk's Office	**Lead Counsel**	**Defendants' Counsel**
United States District Court Central District of California Clerk of Court Felicitas and Gonzalo Mendez United States Courthouse 350 W 1st Street Suite 4311 Los Angeles, CA 90012	Bernstein Litowitz Berger & Grossmann LLP Jeremy P. Robinson 1251 Avenue of the Americas New York, NY 10020	Latham & Watkins LLP Kristin N. Murphy 650 Town Center Drive 20th Floor Costa Mesa, CA 92692

63. Any objection must: (i) identify the case name and case number of this Action, *Patel v. Edwards Lifesciences Corp.*, Case No. 8:24-cv-02221-AH-KES; (ii) identify the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (iii) 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 (iv) include documents sufficient to prove membership in the Settlement Class, including the number of shares of Edwards common stock that the objecting Settlement Class Member (A) owned as of the opening of trading on February 6, 2024 and (B) purchased/acquired and/or sold during the Class Period (i.e., from February 6, 2024 through July 24, 2024, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. The documentation establishing membership in the Settlement Class must consist of copies of trade confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker or financial institution containing the transactional and holding information found in a broker confirmation slip or account statement.

64. **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.**

65. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

66. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office so that it is ***received*** **on or before December 2, 2026**. Such persons may be heard orally at the discretion of the Court. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any

witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

67. 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 so that the notice is ***received*** **on or before December 2, 2026**.

68. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the Settlement website, www.EdwardsLifesciencesSecuritiesLitigation.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

69. **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 motion 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?

70. If you do nothing, all of your Released Plaintiffs' Claims (*see* ¶ 35 above) against Defendants and the other Released Defendants' Parties will be released, and you will not receive any payment from the Settlement because it is necessary that you submit a Claim Form in order to be eligible to share in the Settlement proceeds.

WHAT IF I BOUGHT SHARES OF EDWARDS COMMON STOCK ON SOMEONE ELSE'S BEHALF?

71. If you purchased or otherwise acquired shares of Edwards common stock from February 6, 2024 through July 24, 2024, inclusive, for the beneficial interest of persons or entities other than yourself, you must (i) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; (ii) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator a direct electronic link to the Notice Packet to forward all such beneficial owners and within seven (7) calendar days of receipt of the direct electronic link to the Notice Packet forward it by email to all such beneficial owners; or (iii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and email addresses, if available, of all such beneficial owners to *Edwards Lifesciences Securities Litigation*, c/o Kroll Settlement Administration, PO Box 5014, New York, NY 10150-5014. If you choose the third option, the Claims Administrator will send the Notice Packet to the beneficial owners you have identified. **Brokers, nominees, and their agents shall forward the Notice Packet to (or identify names, mailing addresses, and email addresses of) *all* beneficial owners who purchased or otherwise acquired Edwards common stock during the Class Period, regardless of whether or not those beneficial owners have enrolled in a claim-filing program with their broker or financial institution.** Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these directions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed

$0.05 per mailing record provided to the Claims Administrator; $0.05 per unit for each Notice Packet actually mailed plus postage at the rate used by the Claims Administrator; and $0.05 per Notice Packet sent via email. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

72. Copies of the Notice and the Claim Form may also be obtained from the Settlement website, www.EdwardsLifesciencesSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-833-930-0555, or by emailing the Claims Administrator at info@EdwardsLifesciencesSecuritiesLitigation.com.

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

73. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be reviewed by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cacd.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, Felicitas and Gonzalo Mendez United States Courthouse, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.EdwardsLifesciencesSecuritiesLitigation.com.

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

Edwards Lifesciences Securities Litigation
c/o Kroll Settlement Administration
PO Box 5014
New York, NY 10150-5014

1-833-930-0555
info@EdwardsLifesciencesSecuritiesLitigation.com
www.EdwardsLifesciencesSecuritiesLitigation.com

Bernstein Litowitz Berger & Grossmann LLP
Jeremy P. Robinson
1251 Avenue of the Americas
New York, NY 10020

1-800-380-8496
settlements@blbglaw.com
www.blbglaw.com

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT'S CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

DATED: August 24, 2026

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

APPENDIX A

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

75. As discussed above, the Settlement provides $39,000,000 in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitute the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants, i.e., members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court, in accordance with a plan of allocation to be adopted by the Court. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement.

76. The Plan of Allocation (the "Plan") set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiffs after consultation with their damages expert. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice to the Settlement Class. Any Orders regarding a modification to the Plan will be posted to www.EdwardsLifesciencesSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan.

77. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that 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.

78. The Plan of Allocation was developed in consultation with Lead Plaintiffs' damages expert and reflects the assumption that Defendants' alleged false and misleading statements and material omissions proximately caused the price of Edwards common stock to be artificially inflated throughout the Class Period. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages expert considered the price change in Edwards common stock on July 25, 2024, in reaction to the public disclosure on July 24, 2024, adjusting for price changes attributable to market or industry factors that day. Based on these calculations, there was a total of $24.17 in estimated artificial inflation per share in the Edwards common stock price that was removed on July 25, 2024.

79. Under the Plan, Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Edwards common stock at the time of purchase or acquisition and at the time of sale, or the difference between the actual purchase/acquisition price and sale price. In order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member who purchased or otherwise acquired Edwards common stock during the Class Period must have held those shares through the end of the Class Period (the close of trading on July 24, 2024), when information was released to the market that removed the artificial inflation from the price of Edwards common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNT

80. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of Edwards common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.[4]

81. For each share of Edwards common stock purchased or otherwise acquired during the Class Period (that is, the period from February 6, 2024 through and including the close of trading on July 24, 2024), and:

A. Sold prior to the close of trading on July 24, 2024, the Recognized Loss Amount will be $0.00.

B. Sold from July 25, 2024 through and including the close of trading on October 22, 2024, the Recognized Loss Amount will be ***the least of***: (i) $24.17; (ii) the purchase/acquisition price minus the average closing price from July 25, 2024 through the date of sale as stated in Table A below; or (iii) the purchase/acquisition price minus the sale price.

C. Held as of the close of trading on October 22, 2024, the Recognized Loss Amount will be ***the lesser of***: (i) $24.17, or (ii) the purchase/acquisition price *minus* $66.77.[5]

ADDITIONAL PROVISIONS

82. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated under ¶ 81 above.

83. **LIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of Edwards common stock during the period from February 6, 2024 through and including the close of trading on October 22, 2024, all purchases/acquisitions and sales will be matched on a Last In, First Out ("LIFO") basis. Under the LIFO methodology, sales of Edwards common stock will be matched first against the most recent prior purchases/acquisitions in reverse chronological order, and then against any holdings at the beginning of the Class Period.

84. **Purchase/Sale Prices:** For the purposes of calculations in ¶ 81 above, "purchase/acquisition price" means the actual price paid, excluding any fees, commissions, and

[4] Any transactions in Edwards common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

[5] Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Edwards common stock during the "90-day look-back period" from July 25, 2024 through October 22, 2024. The mean (average) closing price for Edwards common stock during this period was $66.77.

taxes, and "sale price" means the actual amount received, not deducting any fees, commissions, and taxes.

85. **"Purchase/Acquisition/Sale" Dates:** Purchases or acquisitions and sales of Edwards common stock will 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 Edwards common stock during the Class Period will not be deemed a purchase, acquisition, or sale of Edwards common stock for the calculation of a Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Edwards common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such Edwards common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to shares of such shares of Edwards common stock.

86. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the Edwards common stock. The date of a "short sale" is deemed to be the date of sale of the Edwards common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero.

87. **Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Edwards common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

88. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a "Market Gain" or a "Market Loss" with respect to his, her, or its overall transactions in Edwards common stock during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount[6] and (ii) the sum of the Claimant's Total Sales Proceeds[7] and the Claimant's Holding Value.[8] If the Claimant's Total Purchase Amount *minus* the sum of the Claimant's Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

89. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Edwards common stock during the Class Period, the value of the Claimant's Recognized Claim

[6] The "Total Purchase Amount" is the total amount the Claimant paid (excluding any fees, commissions, and taxes) for all shares of Edwards common stock purchased or acquired during the period from February 6, 2024 through and including the close of trading on July 24, 2024.

[7] The "Total Sales Proceeds" will be the total amount received (not deducting any fees, commissions, and taxes) for sales of Edwards common stock that was both purchased/acquired and sold by the Claimant during the period from February 6, 2024 through and including the close of trading on July 24, 2024. The LIFO method as described in ¶ 83 above will be applied for matching sales to prior purchases/acquisitions.

[8] The Claims Administrator will ascribe a "Holding Value" of $59.70 to each share of Edwards common stock purchased/acquired during the period from February 6, 2024 through and including the close of trading on July 24, 2024 that was still held as of the close of trading on July 24, 2024.

will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Edwards common stock during the Class Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

90. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. 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.

91. If an Authorized Claimant's Distribution Amount calculates to less than $10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is $10.00 or more.

92. 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 six (6) 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 to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

93. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, Lead Plaintiffs' damages experts, Lead Plaintiffs' consulting experts, Defendants, Defendants' Counsel, or any of the other Released Plaintiffs' Parties or Released Defendants' Parties, 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 Plaintiffs, Defendants, and their respective counsel, and all other Released Defendants' Parties, 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.

TABLE A

90-Day Look-back Table for Edwards Common Stock Closing Price and Average Closing Price July 25, 2024 through October 22, 2024					
Date	**Closing Price**	**Average Closing Price from July 25, 2024 through Date Shown**	**Date**	**Closing Price**	**Average Closing Price from July 25, 2024 through Date Shown**
7/25/2024	$59.70	$59.70	9/10/2024	$67.14	$66.14
7/26/2024	$62.37	$61.04	9/11/2024	$68.25	$66.20
7/29/2024	$63.74	$61.94	9/12/2024	$68.13	$66.26
7/30/2024	$63.64	$62.36	9/13/2024	$68.52	$66.32
7/31/2024	$63.05	$62.50	9/16/2024	$69.36	$66.40
8/1/2024	$61.86	$62.39	9/17/2024	$67.23	$66.43
8/2/2024	$60.83	$62.17	9/18/2024	$67.53	$66.45
8/5/2024	$60.70	$61.99	9/19/2024	$67.26	$66.47
8/6/2024	$62.01	$61.99	9/20/2024	$66.83	$66.48
8/7/2024	$61.07	$61.90	9/23/2024	$67.36	$66.50
8/8/2024	$63.29	$62.02	9/24/2024	$66.33	$66.50
8/9/2024	$64.64	$62.24	9/25/2024	$65.41	$66.48
8/12/2024	$65.54	$62.50	9/26/2024	$65.77	$66.46
8/13/2024	$66.35	$62.77	9/27/2024	$66.58	$66.46
8/14/2024	$66.50	$63.02	9/30/2024	$65.99	$66.45
8/15/2024	$68.12	$63.34	10/1/2024	$65.10	$66.42
8/16/2024	$68.92	$63.67	10/2/2024	$65.15	$66.40
8/19/2024	$68.26	$63.92	10/3/2024	$65.37	$66.38
8/20/2024	$69.38	$64.21	10/4/2024	$65.49	$66.36
8/21/2024	$70.09	$64.50	10/7/2024	$64.54	$66.33
8/22/2024	$71.30	$64.83	10/8/2024	$68.54	$66.37
8/23/2024	$70.88	$65.10	10/9/2024	$68.02	$66.40
8/26/2024	$68.75	$65.26	10/10/2024	$68.26	$66.43
8/27/2024	$69.63	$65.44	10/11/2024	$68.13	$66.46
8/28/2024	$68.65	$65.57	10/14/2024	$69.63	$66.52
8/29/2024	$70.12	$65.75	10/15/2024	$68.90	$66.56
8/30/2024	$69.96	$65.90	10/16/2024	$68.30	$66.59
9/3/2024	$68.75	$66.00	10/17/2024	$68.47	$66.62
9/4/2024	$68.93	$66.10	10/18/2024	$70.27	$66.68
9/5/2024	$66.02	$66.10	10/21/2024	$70.05	$66.73
9/6/2024	$66.81	$66.12	10/22/2024	$69.24	$66.77
9/9/2024	$65.71	$66.11			