

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE ROMEO POWER INC.
SECURITIES LITIGATION

Case No. 1:21-cv-03362-LGS

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”)¹ pending in the United States District Court for the Southern District of New York (the “Court”) if, during the period between October 5, 2020 and August 16, 2021, inclusive (the “Settlement Class Period”), you purchased or otherwise acquired publicly traded: (i) RMG Acquisition Corp. (“RMG”) Class A common stock or Romeo Power, Inc. (“Romeo”) common stock (collectively, “Romeo Common Stock”); (ii) RMG warrants or Romeo warrants (collectively, “Romeo Warrants”); and/or (iii) RMG units (“RMG Units”), and were damaged thereby.²

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed lead plaintiff Mike Castleberg (“Lead Plaintiff”), and additional plaintiffs Joshua Cante, Nathaniel Tapia, Artur Chimchirian, and Van Nguyen (together with Lead Plaintiff, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 29 below), have reached a proposed settlement of the Action for \$14,900,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

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

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Individual Defendants (defined below), any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 74 below).

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 investors alleging, among other things, that defendant Romeo and individual defendants Lionel E. Selwood, Jr. (“Selwood”) and Lauren Webb (“Webb”; and together with Selwood, “Individual Defendants”) violated the federal securities laws by making false and misleading statements regarding Romeo.³ A more detailed description of the Action is set forth in ¶¶ 11-28 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 29 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated December 7, 2023 (the “Stipulation”), which is available at www.RomeoPowerSecuritiesSettlement.com.

² RMG Units, Romeo Common Stock, and Romeo Warrants are collectively referred to herein as “Romeo Securities.”

³ The term “Parties” means, collectively, Plaintiffs and the Individual Defendants. Plaintiffs and the Individual Defendants are the persons who have entered into the Settlement. Romeo (f/k/a RMG Acquisition Corp. (“RMG”)) and its parent, Nikola Corporation (“Nikola”), are not parties to the Settlement.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a non-reversionary payment of \$14,900,000 in cash (the "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, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is posted online at www.RomeoPowerSecuritiesSettlement.com (the "Settlement Website").

3. **Estimate of Average Amount of Recovery Per Romeo Security:** Based on Plaintiffs' damages expert's estimates of the number of Romeo Securities at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.17 per Romeo Security eligible to participate in the Settlement. Settlement Class Members should note, however, that the foregoing average recovery per share or warrant is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, which Romeo Securities they purchased, when and at what prices they purchased/acquired or sold their Romeo Securities, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Romeo Security:** The Parties do not agree on the average amount of damages per Romeo Security that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, the Individual Defendants deny that Plaintiffs have asserted any valid claims and expressly deny all allegations of fault, liability, wrongdoing or damages whatsoever.

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2021, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Glancy Prongay & Murray LLP, will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33 $\frac{1}{3}$ % of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Individual Defendants, in an amount not to exceed \$566,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost, if the Court approves Lead Counsel's fee and expense application, is \$0.06 per affected Romeo Security.

6. **Identification of Attorneys' Representatives:** Plaintiffs and the Settlement Class are represented by Kara M. Wolke, Esq. of Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (888) 773-9224, settlements@glancylaw.com.

7. **Reasons for the Settlement:** Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial 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 contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. The Individual Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

<p>SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN MAY 29, 2024.</p>	<p>This is the only way to be eligible to receive a payment from the Settlement Fund. 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 ¶ 38 below) that you have against Individual Defendants and the other Released Defendant Parties (defined in ¶ 39 below), so it is in your interest to submit a Claim Form.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 19, 2024.</p>	<p>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 Individual Defendants or the other Released Defendant Parties concerning the Released Plaintiffs’ Claims.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 19, 2024.</p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and reimbursement of 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.</p>
<p>JOIN A TELEPHONIC HEARING ON JULY 10, 2024 AT 3:45 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 19, 2024.</p>	<p>Filing a written objection and notice of intention to appear by June 19, 2024 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 reimbursement of 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.</p>
<p>DO NOTHING.</p>	<p>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.</p>

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard 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 Romeo Securities during the Settlement Class Period. The Court also directed that this Notice be posted online at www.RomeoPowerSecuritiesSettlement.com and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices 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 reimbursement of Litigation Expenses (the "Settlement Hearing"). See ¶¶ 63-65 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. Beginning on April 16, 2021, two class action complaints were filed in the United States District Court for the Southern District of New York (the "Court"), captioned *Nichols v. Romeo Power, Inc. et al.*, Case No. 1:21-cv-03362, and *Toner v. Romeo Power, Inc., et al.*, Case No. 1:21-cv-04058. By Order dated July 15, 2021, the Court ordered that the *Nichols* and *Toner* cases be consolidated and recaptioned as *In re Romeo Power Inc. Securities Litigation*, Case No. 1:21-cv-03362; appointed Mike Castleberg as Lead Plaintiff for the consolidated action; and approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP as Lead Counsel for the class.

12. On September 15, 2021, Lead Plaintiff and additional plaintiff Joshua Cante filed and served their Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Amended Complaint") asserting the following claims: (a) against Romeo and the Individual Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5; (b) against Romeo, the Individual Defendants, and the RMG Defendants⁴ under Section 14(a) of the Exchange Act and Rule 14a-9 promulgated thereunder; and (c) against the Individual Defendants and RMG Defendants under Section 20(a) of the Exchange Act. Among other things, the Amended Complaint alleged that defendants made materially false and misleading statements about Romeo's battery cell suppliers and the Company's risk disclosures related thereto, as well as materially false and misleading statements about the Company's contracted revenue (or "backlog"). The Amended Complaint further alleged that the prices of Romeo's publicly-traded securities were artificially inflated as a result of defendants' allegedly false and misleading statements, and declined when the truth was revealed.

13. On November 5, 2021, defendants filed and served a motion to dismiss the Amended Complaint and a request for judicial notice of 13 exhibits. On December 3, 2021, Lead Plaintiff Castleberg and additional plaintiff Cante filed and served their papers in opposition to defendants' motion to dismiss, to defendants' request for judicial notice, and filed a separate request for judicial notice. On December 17, 2021, defendants filed and served their reply papers.

14. On June 2, 2022, the Court entered its Opinion and Order that granted in part and denied in part, defendants' motion. Based on the Court's Order, the claims pursuant to Section 14(a) of the Exchange Act were dismissed, as well as the claims against the RMG Defendants pursuant to Section 20(a) of the Exchange Act.

15. On June 16, 2022, Romeo and the Individual Defendants (collectively, "Defendants") filed a motion for reconsideration and/or clarification of the Court's Opinion and Order dated June 2, 2022. On June 24, 2022, Lead Plaintiff Castleberg and additional plaintiff Cante filed a response in opposition to Defendants' motion. On August 26, 2022, the Court denied Defendants' motion in its entirety.

⁴ RMG Defendants refers to Robert S. Mancini, D. James Carpenter, Philip Kasson, Steven P. Buffone, W. Grant Gregory, W. Thaddeus Miller, and Craig Broderick.

16. On July 14, 2022, Defendants filed and served an answer to the Amended Complaint.

17. On January 5, 2023, Lead Plaintiff Castleberg and additional plaintiff Cante filed a letter requesting a pre-motion conference with the Court to seek leave to file a motion to add Nathaniel Tapia, Artur Chimchirian, and Van Nguyen as named plaintiffs in the Action. That same day, the Court directed Plaintiffs to file a second amended complaint by January 13, 2023, naming the additional plaintiffs.

18. On January 13 and 17,⁵ 2023, Plaintiffs filed and served their Second Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”), which mirrored the Amended Complaint with the exception of adding Nathaniel Tapia, Artur Chimchirian, and Van Nguyen as named plaintiffs in the Action.

19. On March 1, 2023, Plaintiffs filed and served their motion for class certification, together with the expert report of Dr. Matthew Cain regarding market efficiency. On April 19, 2023, after deposing each of the 5 proposed class representatives and Plaintiffs’ market efficiency expert, Defendants filed and served their response in opposition to Plaintiffs’ motion for class certification. On May 3, 2023, Plaintiffs filed and served their reply in further support of their motion for class certification. On May 10, 2023, Defendants filed and served a letter motion requesting leave to file a sur-reply in further opposition to Plaintiffs’ motion for class certification, which Plaintiffs opposed on May 17, 2023. The Court granted Defendants’ motion for leave and directed Defendants to file their sur-reply in further opposition to Plaintiffs’ motion for class certification by May 19, 2023, which Defendants filed on May 18, 2023.

20. While Plaintiffs were actively pursuing fact discovery the Plaintiffs and Defendants agreed to participate in a private mediation. Plaintiffs and Defendants selected former United States District Court Judge Layn R. Phillips to serve as mediator. Plaintiffs and Defendants exchanged extensive mediation statements and exhibits that addressed, among other things, issues related to liability and damages. Plaintiffs and Defendants participated in a full-day mediation session in New York on March 23, 2023. The session ended without an agreement to settle and the Plaintiffs and Defendants continued with discovery.

21. On May 24, 2023, counsel for defendant Romeo filed and served a motion for leave to withdraw as counsel for Romeo. On May 30, 2023, the Court reserved its decision on the motion for leave to withdraw as counsel and directed the Parties to file a joint status letter by June 2, 2023. In accordance with the Court’s directive, on June 2, 2023, the Parties filed their eleventh joint status letter.

22. On June 6, 2023, the Court granted counsel for Romeo’s motion to withdraw as counsel for defendant Romeo. The Court further ordered Romeo to retain new counsel and such counsel to appear by June 30, 2023.

23. On July 25, 2023, Plaintiffs and the Individual Defendants jointly requested an extension of the case schedule. The Court denied the application without prejudice and directed Romeo’s insolvency counsel to inform the Court if there were legal impediments to a default judgment by August 1, 2023. On August 1, 2023, counsel for the Individual Defendants filed a letter in response to the Court’s August 1, 2023 directive.

24. From July 2022 through August 2023, counsel for Plaintiffs and Individual Defendants completed extensive fact discovery. Plaintiffs propounded two sets of requests for production of documents, one set of interrogatories, and one set of requests for admissions, and Defendants propounded one set of interrogatories upon each Plaintiff and a second set of interrogatories upon all Plaintiffs. Plaintiffs served eight subpoenas *duces tecum* on various third parties, including Romeo’s purported battery cell suppliers and financial advisors. In the course of the one-year discovery period, Lead Counsel conducted targeted reviewed and analysis of approximately 2,227,554 pages of documents produced by Romeo, the Individual Defendants and third parties. Plaintiffs produced approximately 6,298 pages of documents to Defendants, each responded to Defendants’ first set of interrogatories, and each prepared and sat for their deposition in connection with Plaintiffs’ motion for class certification.

25. As fact discovery progressed, Plaintiffs and the Individual Defendants agreed to engage in another mediation session to re-visit whether a settlement could be reached, with Judge Phillips again serving as mediator. Plaintiffs and the Individual Defendants exchanged detailed mediation statements and exhibits on the issues of liability and damages in advance of another full-day mediation session with Judge Phillips, which occurred on August 8, 2023. The session culminated in Judge Phillips presenting a mediator’s recommendation that the Action be settled for \$14,900,000. Plaintiffs and the Individual Defendants thereafter accepted the mediator’s proposal reaching an agreement in principle to settle the Action that was memorialized in a term sheet (the “Term Sheet”) executed on the same day. The Term Sheet sets forth, among other things, Plaintiffs’ agreement to settle and release all claims asserted against Individual Defendants in the Action in return for a cash payment by or on behalf of Individual Defendants of \$14,900,000 for the benefit of the Settlement Class, subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

⁵ The Court directed Plaintiffs to correct a filing deficiency related to the Complaint, which they did on January 17, 2023.

26. Based on the investigation, prosecution, and mediation of the case and Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each Plaintiff has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

27. The Individual Defendants are entering into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each Individual Defendant denies any wrongdoing, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Individual Defendants, or any other of the Released Defendant Parties (defined in ¶ 39 below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Individual Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Individual Defendants' defenses to liability had any merit.

28. On January 30, 2024, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

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

29. 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 and entities that purchased or otherwise acquired Romeo Securities during the period October 5, 2020, through August 16, 2021, both dates inclusive (the "Settlement Class Period"), and were damaged thereby.

Excluded from the Settlement Class are: (a) persons who suffered no compensable losses; and (b)(i) the Individual Defendants; (ii) present and former parents, subsidiaries, assigns, successors, predecessors and affiliates of Romeo or RMG, including Nikola Corporation; (iii) any person who served as a partner, control person, officer and/or director of Romeo or RMG or Nikola Corporation, and any person or entity with the authority to designate a director of Romeo or RMG or Nikola Corporation, during the Settlement Class Period and their Immediate Family members; (iv) any entity in which the Individual Defendants, Romeo or RMG have or had a controlling interest; (v) any trust of which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Families; and (vi) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i) through (v) hereof. 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 10 below.

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.RomeoPowerSecuritiesSettlement.com, or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, online or postmarked no later than May 29, 2024.

WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

30. Plaintiffs and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims against the Individual Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Moreover, Plaintiffs and Lead Counsel recognized that the Individual Defendants had numerous avenues of attack that could preclude recovery. For example, they would assert that the challenged statements were not materially false and misleading, and that even if they were, the statements were not made with the requisite state of mind to support the securities fraud claim alleged.

Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Plaintiffs would have to prevail at several stages – motions for summary judgment, trial, and if they prevailed on those, on the appeals that were likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the Action.

31. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$14,900,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller or no recovery after summary judgment, trial and appeals, possibly years in the future.

32. The Individual Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Individual Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Individual Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

33. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against the Individual Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from the Individual Defendants. Also, if the Individual 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 ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

34. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 11 below.

35. 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 entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 10 below.

36. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

37. 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. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against the Individual Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of the respective Settlement Class Member in such capacity only, 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 ¶ 38 below) against the Individual Defendants and the other Released Defendant Parties (as defined in ¶ 39 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Released Defendant Parties.

38. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Plaintiffs or any other member of the Settlement Class (i) asserted in the Complaint, or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase of Romeo Securities during the Settlement Class Period, including claims asserted in prior complaints in this Action. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement;

(ii) any claims asserted in the operative complaint in the action captioned *Yu v. RMG Sponsor, LLC, et al.*, No. 2021-0932-NAC (Del. Ch.), as of the Effective Date; and (iii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

39. “Released Defendant Parties” means Individual Defendants, as well as their respective agents, attorneys, representatives, insurers, reinsurers, and assigns, in their capacities as such. Released Defendant Parties shall also include all persons who served as directors or officers of Romeo (including its predecessors), in their capacities as such. However, for the avoidance of doubt, Romeo and Nikola are not Released Defendant Parties, and neither Plaintiffs nor the Individual Defendants are releasing any claims they have or that have arisen or may arise against Romeo or Nikola related to this Action or the claims asserted.

40. “Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff, any other Settlement Class Member, or any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of any Settlement Class Member in such capacity only, 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 affected his, her or its decision(s) with respect to this Settlement, and any Released Individual Defendants’ Claims which any Individual Defendant, or any other person or entity legally entitled to bring Released Individual Defendants’ Claims on behalf of any Individual Defendant in such capacity only, 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 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, Plaintiffs and Individual Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties 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 WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR RELEASED PARTY.

Plaintiffs and the Individual Defendants acknowledge, and each of the other Settlement Class Members and each of the other releasing parties 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.

41. The Judgment will also provide that, upon the Effective Date of the Settlement, Individual Defendants, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Individual Defendants’ Claims on behalf of the Individual Defendants in such capacity only, 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 Individual Defendants’ Claim (as defined in ¶ 42 below) against Plaintiffs and the other Released Plaintiff Parties (as defined in ¶ 43 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Individual Defendants’ Claims against any of the Released Plaintiff Parties.

42. “Released Individual Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Individual Defendants. Released Individual Defendants’ Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

43. “Released Plaintiff Parties” means Plaintiffs, all other plaintiffs in the Action, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

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

44. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **submitted online or postmarked no later than May 29, 2024**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.RomeoPowerSecuritiesSettlement.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 877-915-1127.

Please retain all records of your ownership of and transactions in Romeo Securities, as they may be needed to document your Claim. 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?

45. 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.

46. Pursuant to the Settlement, the Individual Defendants have agreed to pay or caused to be paid fourteen million nine hundred thousand dollars (\$14,900,000) 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 (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys’ fees and Litigation Expenses awarded 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. Lead Counsel estimates that the Net Settlement Fund, before the addition of interest earned on the Settlement Fund, will be approximately \$8,787,430, which equates to 58.98% of the Settlement Fund.

47. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

48. Neither the Individual Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. The Individual 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.

49. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

50. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form online or postmarked on or before May 29, 2024 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs’ Claims (as defined in ¶ 38 above) against the Released Defendant Parties (as defined in ¶ 39 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs’ Claims against any of the Released Defendant Parties whether or not such Settlement Class Member submits a Claim Form.

51. Participants in and beneficiaries of a plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in Romeo Securities held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares, warrants and units that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan’s purchases or acquisitions of Romeo Securities during the Settlement Class Period may be made by the 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 the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan. Romeo’s, RMG’s, and Nikola Corporation’s employee retirement and/or benefit plan(s) are excluded from the Settlement Class.

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

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

54. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired Romeo Securities during the Settlement 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. Publicly traded Romeo common stock and warrants are the only securities that are included in the Settlement.

PROPOSED PLAN OF ALLOCATION

55. The proposed Plan of Allocation (the “Plan of Allocation” or “Plan”) is the plan for the distribution of the Net Settlement Fund that is being proposed by Plaintiffs and Lead Counsel to the Court for approval. The full Plan is posted on the Settlement Website at www.RomeoPowerSecuritiesSettlement.com. Paragraphs 56-57 below summarize the Plan.

56. Based on the formulas set forth in the Plan of Allocation, the Court-appointed Claims Administrator will calculate a “Recognized Loss Amount” for each purchase or acquisition of a Romeo Security during the Settlement Class Period that is listed in the Claim Form and for which adequate documentation is provided. The sum of a Claimants’ Recognized Loss Amounts for all Romeo Securities will be a Claimant’s “Recognized Claim.”

57. 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 shall 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 calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant. Any Distribution Amounts of less than \$10.00 will be included in the pool distributed to those Settlement Class Members whose Distribution Amounts are \$10.00 or greater.

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

58. 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 all Plaintiffs’ Counsel in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$566,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$80,000. The Court will determine the amount of any award of attorneys’ fees or reimbursement of 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?

59. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *In re Romeo Power Inc. Securities Litigation*, EXCLUSIONS, c/o Epiq Systems, Inc., PO Box 3719, Portland, OR 97208-3719. The exclusion request must be **received** no later than June 19, 2024. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *In re Romeo Power Inc. Securities Litigation*, Case No. 1:21-cv-03362”; and (c) be signed by the person or entity requesting exclusion or an authorized representative. In addition, a request for exclusion must state the number and type of Romeo Securities that the person or entity requesting exclusion purchased, acquired, and sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition and sale. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

60. 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 Defendant Parties.

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

62. The Individual 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 Plaintiffs and Individual 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?**

63. 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.

64. The Settlement Hearing will be held telephonically on July 10, 2024 at 3:45 p.m., at the United States District Court for the Southern District of New York, United States Courthouse, Courtroom 1106, 40 Foley Square, New York, NY 10007. The call-in number is (888) 363-4749, and the access code is 558-3333. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of 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.

65. Any Settlement Class Member who or which 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 reimbursement of 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 Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below on or before June 19, 2024. You must also serve the papers on Lead Counsel and on Individual Defendants’ Counsel at the addresses set forth below so that the papers are *received on or before June 19, 2024*.

Clerk’s Office

United States District Court
Southern District of New York
Clerk of the Court
United States Courthouse
500 Pearl Street
New York, NY 10007

Lead Counsel

Glancy Prongay & Murray LLP
Kara Wolke, Esq.
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

Individual Defendants’ Counsel

Latham & Watkins LLP
Jason Hegt, Esq.
1271 Avenue of the Americas
New York, NY 10020

66. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court’s attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number and type of Romeo Securities that the objecting Settlement Class Member purchased, acquired and sold during the Settlement Class Period (*i.e.*, between October 5, 2020 and August 16, 2021, inclusive), as well as the dates and prices of each such purchase, acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

67. 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.

68. 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 reimbursement of 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 and serve it on Lead Counsel and Individual Defendants’ Counsel at the addresses set forth above so that it is *received on or before June 19, 2024*. 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.

69. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Individual Defendants’ Counsel at the addresses set forth in ¶ 65 above so that the notice is *received on or before June 19, 2024*.

70. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

71. 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 an award of attorneys' fees and reimbursement of 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 BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

72. If you purchased or otherwise acquired Romeo Securities between October 5, 2020 and August 16, 2021, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to *In re Romeo Power Inc. Securities Litigation*, c/o Epiq Systems, Inc., PO Box 3719, Portland, OR 97208-3719. If you choose the second option, the Claims Administrator will mail a copy of the Postcard Notice, and/or email a link to the Notice and Claim Form, to the beneficial owners. Nominees that choose the first option shall also send a statement to the Claims Administrator confirming that the mailing was made as directed.

73. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in an amount not to exceed \$0.03 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; or \$0.03 per name, address, and email address (to the extent available) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. Copies of the Postcard Notice may be obtained by calling the Claims Administrator toll-free at 877-915-1127. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

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

74. 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 inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, United States Courthouse, 40 Foley Square, New York, NY 10007. 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.RomeoPowerSecuritiesSettlement.com.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

In re Romeo Power Inc. Securities Litigation and/or
c/o Epiq Systems, Inc.
PO Box 3719
Portland, OR 97208-3719
877-915-1127
www.RomeoPowerSecuritiesSettlement.com

Kara M. Wolke, Esq.
GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(888) 773-9224
settlements@glancylaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, INDIVIDUAL DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: January 30, 2024

By Order of the Court
United States District Court
Southern District of New York