

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

RETIREE BENEFIT TRUST OF THE CITY
OF BALTIMORE, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

MALIBU BOATS, INC., JACK SPRINGER,
BRUCE BECKMAN, DAVID BLACK, and
WAYNE WILSON,

Defendants.

Case No. 1:24-cv-03254-LGS

CLASS ACTION

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT AND PLAN OF
ALLOCATION; (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") pending in the United States District Court for the Southern District of New York (the "Court"), if, during the period from November 4, 2022 through May 1, 2024, inclusive (the "Settlement Class Period"), you purchased or otherwise acquired securities, including common stock and options, issued by Malibu Boats, Inc. ("MBI," or the "Company"), and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Retiree Benefit Trust of the City of Baltimore ("Lead Plaintiff"), on behalf of itself and the Court-certified Settlement Class (as defined in paragraph 19 below), has reached a proposed settlement of the Action for \$7,800,000.00 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 Court, MBI, any other Defendants in the Action, or their counsel. All questions should be directed to the Claims Administrator or Lead Counsel (*see* paragraph 69 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 Defendants MBI, Jack Springer ("Springer"), Bruce Beckman ("Beckman"), David Black ("Black"), and Wayne Wilson ("Wilson") (collectively, the "Individual Defendants," and together with MBI, "Defendants,") violated the federal securities laws by making false and misleading statements regarding the Company's financial condition. A more detailed description of the Action is set forth in paragraphs 11-18 below. The proposed Settlement, if approved by the Court, will resolve the claims of the Settlement Class, as defined in paragraph 19 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 (the "Stipulation" or "Settlement Agreement"), which is available at www.MalibuBoatsSecuritiesLitigation.com.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of itself and the Settlement Class, has agreed to settle the Action in exchange for a non-reversionary payment of \$7,800,000.00 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: (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) other Court-approved deductions) 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 set forth in the appendix below and is posted online at www.MalibuBoatsSecuritiesLitigation.com.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff's damages expert's estimates of the number of shares of MBI common stock purchased and options traded during the Settlement Class Period that may have been affected by the conduct 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) would be \$0.77 per alleged damaged share and \$0.11 per damaged option. Settlement Class Members should note, however, that the foregoing average recovery per share or options contract 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/acquired and sold their MBI Securities, and the total number and recognized loss amount of valid Claim Forms and electronic claims submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein 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 the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail in the Action. Among other things, Defendants deny that Plaintiff has asserted any valid claims and expressly deny all allegations of fault, liability, wrongdoing or damages whatsoever. For additional information concerning potential damages, see paragraph 21.

5. **Attorneys' Fees and Expenses Sought:** Lead Counsel has 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 Saxena White P.A. will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund, or \$2,340,000, plus interest. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses incurred in connection with commencing, prosecuting and settling the Action, in an amount not to exceed \$150,000, which may include the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class in an amount not to exceed \$1,500. 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 costs per damaged share and option, if the Court approves Lead Counsel's fee and expense application, are \$0.24 per damaged share and \$0.03 per damaged option.

6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by Joshua H. Saltzman, Esq. of Saxena White P.A., 10 Bank Street, Suite 882, White Plains, NY 10606, (914) 437-8551, jsaltzman@saxenawhite.com.

7. **Reasons for the Settlement:** Lead Plaintiff's 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 a number of factors, including MBI's cash position and the Company's resources that could be allocated to any settlement or recovery. Defendants, who deny all allegations of wrongdoing or liability or any violation of the law whatsoever, are entering into the Settlement solely to eliminate the uncertainty, distraction, time, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN FEBRUARY 14, 2026.	This is the only way to be potentially 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 paragraph 30 below) that you have against Defendants and the other Defendant Releasees (defined in paragraph 31 below), so it is in your interest to submit a Claim Form. See paragraph 39 below for more information regarding how to participate in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION THAT IS <i>RECEIVED</i> NO LATER THAN JANUARY 6, 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 Defendant Releasees concerning the Released Plaintiffs' Claims. See paragraphs 54-57 for instructions on how to request exclusion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JANUARY 6, 2026.	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. See paragraphs 60-62 for instructions on how to object.
ATTEND A HEARING ON JANUARY 27, 2026 AT 3:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR NO LATER THAN JANUARY 6, 2026.	Filing a written objection and notice of intention to appear by January 6, 2026 allows you at the Settlement Hearing on January 27, 2026 at 3:00 P.M., in Courtroom 1106 at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007 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.
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.

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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, someone in your family, or an investment account for which you serve as a custodian may have purchased or acquired MBI Securities during the Settlement Class Period. The Court also directed that this Notice be posted online at www.MalibuBoatsSecuritiesLitigation.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 Plaintiff 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 paragraph 58 below for details about the Settlement Hearing, including the date and location of the hearing.

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 must 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 only 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?

10. On April 29, 2024, this Action was commenced by Plaintiff Seongjae Yoon alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.

11. By Order dated August 15, 2024, the Court appointed Retiree Benefit Trust of the City of Baltimore as Lead Plaintiff and approved Lead Plaintiff's selection of Saxena White P.A. as Lead Counsel for the class.

12. On October 4, 2024, Lead Plaintiff filed its Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Amended Complaint" or "Complaint"), on behalf of the Settlement Class, asserting claims for a putative class period of November 4, 2022 through May 1, 2024, inclusive. The Amended Complaint alleges, among other things, that throughout the Class Period, MBI and its executives made materially false and misleading statements to assure the market that MBI's performance was insulated from the post-COVID recreational boat market downturn, that it was appropriately managing inventory levels at its third-party dealers, and that its dealer network remained healthy. The Amended Complaint also alleges that the price of shares of MBI's common stock was artificially inflated because of Defendants' false and misleading statements, and that the price of shares of MBI's common stock declined substantially when the truth regarding Defendants' alleged misrepresentations was revealed through a series of corrective disclosures.

13. On November 8, 2024, Defendants filed their motion to dismiss the Amended Complaint and accompanying documents. Lead Plaintiff filed its opposition on December 6, 2024, and Defendants filed their reply on December 20, 2024.

14. On May 16, 2025, the Parties participated in an all-day mediation session with Jed D. Melnick serving as a mediator. In advance of the mediation, the Parties submitted and exchanged detailed mediation statements, which addressed among other things, issues related to liability, loss causation, and damages. At the end of the mediation, the Parties reached an agreement in principle to settle the Action for a cash payment of \$7,800,000 for the benefit of the Settlement Class, subject to the final approval of the appropriate board or management of the respective parties and the execution of a settlement stipulation and related papers. The same evening, the Parties informed the Court that they had reached an agreement in principle to settle the case.

15. Based on their investigation, prosecution and mediation of the case, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of the Settlement, as set forth in the Stipulation, are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiff's oversight of the prosecution of this matter and with the advice of its counsel, Lead 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 Lead Plaintiff and the other members of the Settlement Class will receive under the proposed Settlement; (b) the significant risks and costs of continued litigation and trial; and (c) MBI's resources to fund a settlement.

16. The Stipulation and the Settlement constitute a compromise of matters that are in dispute among the Parties. Defendants have entered into the Stipulation solely to eliminate the uncertainty, distraction, time, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Settlement and 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 Defendants with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiff have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. The Stipulation and the Settlement also shall not be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiff of an infirmity in any claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

17. On October 8, 2025, 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, provisionally certified the Settlement Class, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval of the Settlement.

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

18. 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 MBI Securities² between November 4, 2022 and May 1, 2024, inclusive, and who were damaged thereby.

Excluded from the Settlement Class are: (1) Defendants; (2) the Officers or directors of MBI during the Settlement Class Period; (3) the Immediate Family members of any Defendant or any Officer or director of MBI during the Settlement Class Period; and (4) any entity that any Defendant owns or controls, or owned or controlled, during the Settlement Class Period. Also excluded from the Settlement Class are those persons who submit valid and timely requests for exclusion in accordance with the Preliminary Approval Order. See “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?” on page 11 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.MalibuBoatsSecuritiesLitigation.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 February 14, 2026.

WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?

19. Lead Plaintiff and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims against Defendants through further motion practice, discovery, trial, and appeals, as well as the very substantial risks they would face in establishing liability and damages. Moreover, Lead Plaintiff and Lead Counsel recognized that Defendants could have raised certain arguments that might have precluded recovery. For example, among other things, Defendants would assert that the challenged statements were not materially false or misleading, and 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 have been vigorously contested. Lead Plaintiff would have to prevail at several stages – including motion to dismiss, class certification, summary judgment and trial, and even if it prevailed on those, it would also need to prevail on the appeals that would likely follow.

20. Lead Plaintiff’s expert calculated the realistic range of damages in this Action as \$24 million to \$68.4 million for common stockholders and \$500,000 to \$2 million for option holders. However, as explained further herein, it was unlikely that a recovery of this size could actually have been achieved due to the risks and costs of continued litigation and due to Defendants’ limited funds available to fund a settlement or judgment. Moreover, had the case not settled, Lead Plaintiff and the Settlement Class likely would have faced years of litigation and numerous hurdles to recovery in order to recover anything at all, as well as a substantial risk of no recovery whatsoever. The proposed Settlement recovers 11-33% of estimated damages—an amount above the typical recovery in a securities class action—while avoiding these risks and costs and providing the Settlement Class with a certain and prompt recovery.

21. Moreover, Lead Plaintiff and Lead Counsel considered MBI’s current financial condition and limited available resources to fund a settlement, including MBI’s finite available D&O insurance policies. Further litigation, given its likely length and intensity, would have rapidly depleted these insurance policies. Thus, had litigation continued, Lead Plaintiff and Lead Counsel believe there was a very real risk (if not a virtual certainty) that the Settlement Class would have recovered less than the \$7.8 million Settlement Amount, or nothing at all.

22. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests

² “MBI Securities” means MBI common stock and MBI call and put options.

of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$7,800,000.00 in cash (less the deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after class certification, summary judgment, trial, and appeals, possibly years in the future.

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

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

24. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either on the motion to dismiss, at class certification, 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. Furthermore, even if Lead Plaintiff successfully continued litigation, given MBI's limited available resources to fund any such recovery, there was a very real risk (if not a virtual certainty) that the Settlement Class would recover less than the \$7.8 million settlement amount, or nothing at all.

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

25. As a Settlement Class Member, you are represented by Lead Plaintiff 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. For more information, please consult "When And Where Will The Court Decide Whether To Approve The Settlement?" below.

26. 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?" below.

27. 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 make your objection by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" below.

28. 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 Defendant Releasees (as defined below) and will provide that, upon the Effective Date of the Settlement, Plaintiff Releasees (as defined in paragraph 35 below), shall be deemed to have, and by operation of the Stipulation, 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 paragraph 29 below) against the Defendants and the other Defendant Releasees, and shall forever be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Defendant Releasees.

29. "Released Plaintiffs' Claims" means, to the extent allowed by law, all claims, demands, losses, rights, or causes of action, in law or equity, accrued or unaccrued, fixed or contingent, direct, individual, or representative, of every nature and description whatsoever, whether known or Unknown Claims, or based on federal, state, local, statutory, or common law or any other law, rule, or regulation (including the law of any jurisdiction outside of the United States), that were or could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, against Defendant Releasees by Lead Plaintiff, any member of the Settlement Class or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Defendants, which (a) arise out of, are based upon, or relate to in any way any of the allegations, facts, transactions, events, matters, occurrences, acts, disclosures, oral or written statements, representations, omissions, failures to act, filings, publications, disseminations, press releases, or presentations involved, set forth, alleged or referred to, in this Action, or which could have been alleged in this Action, and (b) arise out of, are based upon, or relate to in any way to the purchase, acquisition, holding, sale, or disposition of MBI Securities during

the Settlement Class Period. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) Excluded Claims.

30. "Defendant Releasees" means each and all Defendants, Defendants' Counsel, the D&O Insurers, and their respective Related Persons.

31. "Related Persons" means (i) with respect to Defendants, Defendants' Counsel, and the D&O Insurers, each of their respective current and former, Officers, directors, agents, parents, affiliates, subsidiaries, reinsurers, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such; and (ii) with respect to the Individual Defendants, their respective spouses, Immediate Family members, heirs, successors, executors, estates, administrators, attorneys, agents, accountants, insurers or reinsurers, personal representatives, trusts, community property, and any other entity in which any of them has a controlling interest, and as to such entities, each and all of their predecessors, successors, past, present or future parents, subsidiaries, affiliates, and each of their respective past or present Officers, directors, shareholders, agents, partners, principals, members, employees, attorneys, advisors, trustees, auditors and accountants, insurers and reinsurers.

32. "Unknown Claims" means any Released Plaintiffs' Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant or any other Defendant Releasee 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 including, but not limited to, whether or not to object to this Settlement or to the release of any Released Claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Plaintiff Releasees and Defendant Releasees shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Releasees acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims but they are, notwithstanding this potential, entering into the Stipulation and intend it to be a full, final, and permanent resolution of the matters at issue in this Action. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Plaintiff Releasees and Defendant Releasees 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.

33. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendant Releasees shall be deemed to have, and by operation of the Stipulation, 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 paragraph 35 below) against the Plaintiff Releasees (as defined in paragraph 36 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiff Releasees. This release shall not apply to any Excluded Claim.

34. "Released Defendants' Claims" means all claims, demands, losses, rights, liability, or causes of action, in law or equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description, whether known claims or Unknown Claims, or based on federal, state, local, statutory, or common law or any other law, rule or regulation (including the law of any jurisdiction outside the United States), that were or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, against Plaintiff Releasees by Defendants or any other member of Defendant Releasees, or their successors, assigns, executors, administrators, representatives, attorneys and agents in their capacity as such, which arise out of, relate to, or are based upon the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released 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. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any Excluded Claims.

35. “Plaintiff Releasees” means Lead Plaintiff, all other plaintiffs in the Action, Lead Counsel, and all other Settlement Class Members, as well as each of their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

36. The Judgment will also provide that, upon the Effective Date, as allowed by law, the Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Settlement Class Member against any of the Defendant Releasees with respect to any Released Plaintiffs’ Claims, or brought by a Defendant against any of the Plaintiff Releasees with respect to any Released Defendants’ Claim.

37. The Judgment shall, among other things, provide for the dismissal with prejudice of the Action against the Defendant Releasees, without costs to any Party, except for the payments expressly provided for in the Stipulation.

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

38. 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 **postmarked or submitted online no later than February 14, 2026**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.MalibuBoatsSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-866-830-2422. Please retain all records of your ownership of and transactions in MBI 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?

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

40. Pursuant to the Settlement, Defendants have agreed to cause the D&O Insurers to pay seven million eight hundred thousand dollars (\$7,800,000.00) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any and all 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 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; (c) any attorneys’ fees and Litigation Expenses awarded by the Court; and (d) other Court-approved deductions) 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 \$5,100,000, which equates to 65.38% of the Settlement Fund.

41. 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.

42. No Defendant Releasee or any person or entity that paid any portion of the Settlement Amount on Defendants’ behalf are entitled to reclaim any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. 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. In no instance shall any Defendant Releasee be required to pay any amount other than as expressly provided for in the Stipulation.

43. 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.

44. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or submitted online at the Settlement website, www.MalibuBoatsSecuritiesLitigation.com, on or before February 14, 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. This means that each Settlement Class Member releases the Released Plaintiffs’ Claims (as defined in paragraph 30 above) against the Defendant Releasees (as defined in paragraph 31 above) and will be enjoined and

prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendant Releasees whether or not such Settlement Class Member submits a Claim Form.

45. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in MBI shares held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan.

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

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

48. Only Settlement Class Members, *i.e.*, persons and entities who purchased or acquired MBI Securities during the Settlement Class Period, will be potentially 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. Only MBI Securities are included in the Settlement.

PROPOSED PLAN OF ALLOCATION

49. 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 Plaintiff and Lead Counsel to the Court for approval. The full Plan of Allocation can be found on page 14 and is posted on the Settlement Website at www.MalibuBoatsSecuritiesLitigation.com. Paragraphs 51-52 below summarize the Plan.

50. 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 MBI common stock and call option and each sale (writing) of MBI put options 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 MBI Securities will be a Claimant's "Recognized Claim."

51. 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?

52. Lead Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Plaintiff will apply to the Court for an award of attorneys' fees for Lead Counsel in an amount not to exceed 30% of the Settlement Fund, or \$2,340,000, plus interest. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$150,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class in an amount not to exceed \$1,500. 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?**

53. 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: EXCLUSIONS, Malibu Boats Securities Litigation, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be *received* no later than January 6, 2026. 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 *Retiree Benefit Trust of the City of Baltimore v. Malibu Boats, Inc., et al.*, Case No. 1:24-cv-03254 (S.D.N.Y.)”; (c) state the number of MBI Securities that the person or entity requesting exclusion purchased or acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase or acquisition and sale, and the number of Securities held at the beginning of the Settlement Class Period; and (d) 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.

54. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have a pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs’ Claim against any of the Defendant Releasees.

55. 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.

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

**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 DO NOT LIKE THE SETTLEMENT?**

57. **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.**

58. The Settlement Hearing will be held on January 27, 2026 at 3:00 p.m.. in Courtroom 1106 at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. 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 with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the members of the Settlement Class.

59. 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 January 6, 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 January 6, 2026.

Clerk’s Office

United States District Court
Southern District of New York
Thurgood Marshall United States
Courthouse
40 Foley Square
New York, NY 10007

Lead Counsel

SAXENA WHITE P.A.
Joshua H. Saltzman, Esq.
10 Bank Street, Suite 882
White Plains, NY 10606
jsaltzman@saxenawhite.com

Defendants’ Counsel

COOLEY LLP
Sarah M. Lightdale, Esq.
55 Hudson Yards
New York, NY 10001
slightdale@cooley.com

60. 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 of MBI Securities that the objecting Settlement Class Member purchased/acquired and sold during the Settlement Class Period (*i.e.*, between November 4, 2022, and May 1, 2024, inclusive, as well as the dates and prices of each such purchase/acquisition and sale, and the number of Securities held at the beginning of the Settlement Class Period). 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.

61. 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.

62. If you wish to be heard orally at the hearing to oppose 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 Defendants' Counsel at the addresses set forth above so that it is **received on or before January 6, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

63. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in Paragraph 60 above so that the notice is **received on or before January 6, 2026**.

64. The Court may adjourn the Settlement Hearing or any adjournment thereof without further written notice of any kind to the Settlement Class. Settlement Class Members should check the Court's PACER site (defined in Paragraph 69 below) or the Settlement website at **www.MalibuBoatsSecuritiesLitigation.com**. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding appearances at the hearing, will also be posted to the Settlement website.

65. **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?

66. If you purchased or otherwise acquired MBI Securities during the Settlement Class Period for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of the Postcard Notice, 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 Postcard Notice, provide a list of the names and addresses of all such beneficial owners to *Malibu Boats Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173139, Milwaukee, WI 53217, **info@MalibuBoatsSecuritiesLitigation.com**. If you choose the second option, the Claims Administrator will send a copy of the Postcard Notices to the beneficial owners.

67. 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 1-866-830-2422.

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? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

68. 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 are available by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nysd.uscourts.gov> or by visiting the Office of the Clerk, United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, or any other location of the United States District Court for the Southern District of New York, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. 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.MalibuBoatsSecuritiesLitigation.com.

Inquiries, other than requests for the Notice and Claim Form, should be directed to:

Malibu Boats Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173139
Milwaukee, WI 53217
866-830-2422
info@MalibuBoatsSecuritiesLitigation.com

and/or

SAXENA WHITE P.A.
Joshua H. Saltzman, Esq.
10 Bank Street, Suite 882
White Plains, NY 10606
jsaltzman@saxenawhite.com

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

Dated: October 8, 2025

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

PROPOSED PLAN OF ALLOCATION

1. The proposed Plan of Allocation (the “Plan of Allocation” or “Plan”) set forth below is the plan for the distribution of the Net Settlement Fund that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval.³ The Court may approve this Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at www.MalibuBoatsSecuritiesLitigation.com.

2. 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 set forth in the Amended Complaint. 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.

3. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that Defendants’ alleged false and misleading statements and material omissions proximately caused the price of Malibu Boats, Inc. (“MBI” or “Malibu Boats”) MBI common stock and MBI call and put options to be artificially inflated (deflated for put options) throughout the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, Lead Plaintiff’s damages expert considered price changes in MBI common stock and Malibu Boats call and put options⁴ in reaction to certain public announcements allegedly revealing the truth concerning Defendants’ alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

4. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of MBI common stock and MBI call options (and the cause of the increase in MBI put options). In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the period between November 4, 2022 and May 1, 2024, inclusive, which had the effect of artificially inflating the price of MBI common stock and MBI call options, and artificially deflating the price of MBI put options. Lead Plaintiff further alleges that corrective information was released to the market on several dates during the Settlement Class Period: January 30, 2024, February 20, 2024, April 11, 2024 (after market close), April 15, 2024, and May 2, 2024, which removed the artificial inflation (deflation for put options) from the price of MBI common stock and MBI Options on January 30, 2024, February 20, 2024, April 12, 2024, April 15, 2024, and May 2, 2024.

5. Based on the formulas set forth below, a “Recognized Loss Amount” shall be calculated by the Claims Administrator for each purchase or acquisition of MBI common stock or MBI Options during the Settlement Class Period that is listed in the Claim Form and for which adequate documentation is provided.⁵

6. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation (or deflation for MBI puts) in the prices of Malibu Boats common stock and options at the time of purchase or acquisition and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount pursuant to the Plan of Allocation, a Settlement Class Member must have held MBI common stock or call options purchased or acquired during the Settlement Class Period over at least one of the days when corrective information was released to the market and partially removed the artificial inflation from the price of MBI common stock or call options, and with respect to MBI put options, a Settlement Class Member must have sold (written) those options during the Settlement Class Period and such option(s) must have remained open through at least one of the days when corrective information was released to the market and partially removed the artificial deflation from the price of MBI put options.

³ All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement (the “Stipulation”), which is available at www.MalibuBoatsSecuritiesLitigation.com.

⁴ For the purposes of this Plan of Allocation, MBI common stock and MBI call and put options are collectively referred to as “MBI Securities” and MBI call and put options are referred to as “MBI Options.”

⁵ A full breakdown of recognized losses for each security and transactions on each day of the Settlement Class Period is provided in Tables A-D, which are appended to the end of this Plan of Allocation and are available at www.MalibuBoatsSecuritiesLitigation.com.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

MBI Common Stock

7. For each share of publicly traded MBI common stock purchased or otherwise acquired during the Settlement Class Period that is listed on the Claim Form and for which adequate documentation is provided, the Recognized Loss Amount shall be calculated based on the formula stated below. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

8. For each share of publicly traded MBI common stock purchased or otherwise acquired in the United States during the Settlement Class Period (*i.e.*, during the period from November 4, 2022 through and including May 1, 2024), and:

- i. sold before January 30, 2024, the Recognized Loss Amount will be \$0.00;
- ii. sold from January 30, 2024 through and including May 1, 2024, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A *minus* the amount of artificial inflation per share on the date of sale as stated in Table A; or (ii) the purchase/acquisition price *minus* the sale price;
- iii. sold from May 2, 2024 through the close of trading on July 30, 2024, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; (ii) the purchase/ acquisition price *minus* the average closing price from May 2, 2024 through the date of sale as stated in Table B below; or (III) the purchase/acquisition price *minus* the sale price; or
- iv. held as of the close of trading on July 30, 2024, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; or (ii) the purchase/acquisition price *minus* \$35.69.⁶

MBI Call and Put Options

9. Exchange-traded options are traded in units called “contracts,” which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is MBI common stock. Throughout this Plan of Allocation, all price quotations of exchange-traded options are *per share of the underlying security* (*i.e.*, 1/100 of a contract).

10. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a “series.” Under the Plan of Allocation, the artificial inflation per share (*i.e.*, 1/100 of a contract) for each series of MBI call options and the artificial deflation per share (*i.e.*, 1/100 of a contract) for each series of Malibu Boats put options has been calculated by Lead Plaintiff’s damages expert.

11. Table C sets forth the artificial inflation per share in MBI call options during the Class Period. Table D sets forth the artificial deflation per share in MBI put options during the Class Period. Tables C and D list only series of MBI options that had open interest on one of the alleged corrective disclosure dates and which expired on or after January 30, 2024—the date of the first alleged corrective disclosure—because any option closed or expiring prior to that date has a Recognized Loss Amount of zero.

⁶ 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 MBI common stock during the “90-day look-back period,” May 2, 2024 through and including July 30, 2024. The mean (average) closing price for MBI common stock during this 90-day look-back period was \$35.69.

12. For each MBI call option purchased or otherwise acquired during the Class Period and closed (through sale, exercise, or expiration) from November 4, 2022 through May 1, 2024, and for each MBI put option sold (written) during the Class Period and closed (through purchase, exercise, or expiration) from November 4, 2022 through May 1, 2024, an “Out-of-Pocket Loss” will be calculated. For MBI call options closed through sale, the Out-of-Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). For MBI call options closed through exercise or expiration, the Out-of-Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the value per option on the date of exercise or expiration. For MBI put options closed through purchase, the Out-of-Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale (writing) price (excluding all fees, taxes, and commissions). For MBI put options closed through exercise or expiration, the Out-of-Pocket Loss is the value per option on the date of exercise or expiration minus the sale (writing) price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out-of-Pocket Loss results in a negative number, that number shall be set to zero.

13. For each exchange-traded MBI call option purchased or acquired from November 4, 2022 through and including May 1, 2024, in a domestic transaction or on a U.S. exchange, and

- i. Closed (through sale, exercise, or expiration) prior to January 30, 2024, the Recognized Loss Amount for each such share shall be zero.
- ii. Closed (through sale, exercise, or expiration) from January 30, 2024 through May 1, 2024, the Recognized Loss Amount for each such share shall be *the lesser of*: (i) the artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table C below *minus* the artificial inflation applicable to each such share on the date of close as set forth in Table C below, and (ii) the Out-of-Pocket Loss.
- iii. Open as of the close of trading on May 1, 2024, the Recognized Loss Amount for each such share shall be *the lesser of*: (i) the artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table C below, or (ii) the actual purchase/acquisition price of each such share *minus* the closing price on May 2, 2024 (i.e., the “Holding Price”) as set forth in Table C below.

14. For each exchange-traded MBI put option sold (written) from November 4, 2022 through and including May 1, 2024, in a domestic transaction or on a U.S. exchange, and

- i. Closed (through purchase, exercise, or expiration) prior to January 30, 2024, the Recognized Loss Amount for each such share shall be zero.
- ii. Closed (through purchase, exercise, or expiration) from January 30, 2024 through May 1, 2024, the Recognized Loss Amount for each such share shall be *the lesser of*: (i) the artificial deflation applicable to each such share on the date of sale (writing) as set forth in Table D below *minus* the artificial deflation applicable to each such share on the date of close as set forth in Table D, and (ii) the Out-of-Pocket Loss.
- iii. Open as of the close of trading on May 1, 2024, the Recognized Loss Amount for each such share shall be *the lesser of*: (i) the artificial deflation applicable to each such share on the date of sale (writing) as set forth in Table D below, or (ii) the closing price on May 2, 2024 (i.e., the “Holding Price”) as set forth in Table D below *minus* the sale (writing) price.

ADDITIONAL PROVISIONS

15. **Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts.

16. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of Malibu Boats Securities during the Settlement Class Period, all purchases/acquisitions and sales of the like security will be matched on a First In, First Out ("FIFO") basis. With respect to MBI common stock and call options, sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period. For MBI put options, purchases/acquisitions will be matched first to close out positions open at the beginning of the Settlement Class Period, and then against MBI put options sold (written) during the Settlement Class Period in chronological order.

17. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of MBI Securities 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 MBI Securities during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of MBI Securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of MBI Securities unless (i) the donor or decedent purchased or otherwise acquired or sold such MBI security during the Settlement 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 such shares of MBI Securities.

18. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the MBI security. The date of a "short sale" is deemed to be the date of sale of the MBI security. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero. In the event that a Claimant has an opening short position in a MBI security, the earliest purchases or acquisitions of the MBI security during the Settlement Class Period will be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

19. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to MBI 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.

20. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The pro rata share will be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

21. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed pro rata to all Authorized Claimants entitled to receive payment.

22. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

23. 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, determine 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 and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine 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, subject to approval by the Court of the amount of contribution, to non-sectarian, not-for-profit, 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

24. 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 Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages expert, Lead Plaintiff's consulting experts, Defendants, Defendants' Counsel, or any of the other Plaintiff Releasees or Defendant Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, the Defendants and their respective counsel, and all other Defendant Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes, or any losses incurred in connection therewith.

TABLE A
Estimated Artificial Inflation with Respect to
Malibu Boats Common Stock Transactions
November 4, 2022 Through and Including May 2, 2024

Date Range of Transaction	Artificial Inflation Per Share
11/4/2022 - 1/29/2024	\$13.67
1/30/2024 - 2/19/2024	\$9.42
2/20/2024 - 4/11/2024	\$5.15
4/12/2024 - 4/14/2024	\$2.33
4/15/2024 - 5/1/2024	\$0.78
5/2/2024 - Present	\$0.00

Table B
90-Day Look-Back Period

Average Closing Price Between May 02, 2024 and Date Shown			Average Closing Price Between May 02, 2024 and Date Shown		
Date	Closing Price		Date	Closing Price	
5/2/2024	\$31.79	\$31.79	6/17/2024	\$36.28	\$36.01
5/3/2024	\$32.64	\$32.22	6/18/2024	\$35.83	\$36.00
5/6/2024	\$34.24	\$32.89	6/20/2024	\$35.13	\$35.98
5/7/2024	\$34.45	\$33.28	6/21/2024	\$35.45	\$35.96
5/8/2024	\$35.61	\$33.75	6/24/2024	\$35.89	\$35.96
5/9/2024	\$35.72	\$34.08	6/25/2024	\$34.97	\$35.93
5/10/2024	\$35.96	\$34.34	6/26/2024	\$35.36	\$35.92
5/13/2024	\$36.65	\$34.63	6/27/2024	\$34.79	\$35.89
5/14/2024	\$36.02	\$34.79	6/28/2024	\$35.04	\$35.87
5/15/2024	\$35.14	\$34.82	7/1/2024	\$33.77	\$35.82
5/16/2024	\$34.31	\$34.78	7/2/2024	\$33.09	\$35.75
5/17/2024	\$34.99	\$34.79	7/3/2024	\$33.57	\$35.70
5/20/2024	\$34.85	\$34.80	7/5/2024	\$32.65	\$35.63
5/21/2024	\$34.53	\$34.78	7/8/2024	\$31.25	\$35.53
5/22/2024	\$35.92	\$34.85	7/9/2024	\$30.52	\$35.43
5/23/2024	\$35.42	\$34.89	7/10/2024	\$31.06	\$35.33
5/24/2024	\$36.10	\$34.96	7/11/2024	\$32.66	\$35.28
5/28/2024	\$36.34	\$35.04	7/12/2024	\$33.87	\$35.25
5/29/2024	\$36.30	\$35.10	7/15/2024	\$35.00	\$35.24
5/30/2024	\$37.56	\$35.23	7/16/2024	\$38.20	\$35.30
5/31/2024	\$38.46	\$35.38	7/17/2024	\$38.76	\$35.37
6/3/2024	\$39.27	\$35.56	7/18/2024	\$37.85	\$35.41
6/4/2024	\$37.88	\$35.66	7/19/2024	\$37.79	\$35.46
6/5/2024	\$38.38	\$35.77	7/22/2024	\$38.34	\$35.51
6/6/2024	\$36.98	\$35.82	7/23/2024	\$37.50	\$35.55
6/7/2024	\$36.69	\$35.85	7/24/2024	\$32.97	\$35.50
6/10/2024	\$36.70	\$35.89	7/25/2024	\$37.25	\$35.53
6/11/2024	\$36.52	\$35.91	7/26/2024	\$39.16	\$35.59
6/12/2024	\$37.21	\$35.95	7/29/2024	\$38.57	\$35.64
6/13/2024	\$37.13	\$35.99	7/30/2024	\$38.49	\$35.69
6/14/2024	\$36.21	\$36.00			

TABLE C
MBI Call Options
Artificial Inflation per Share and Holding Prices
November 4, 2022 through May 2, 2024

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods					Holding Price 5/2/2024
		11/4/2022 through 1/29/2024	1/30/2024 through 2/19/2024	2/20/2024 through 4/11/2024	4/12/2024 through 4/14/2024	4/15/2024 through 5/1/2024	
2/16/2024	\$30.00	\$4.22					
2/16/2024	\$35.00	\$4.09					
2/16/2024	\$40.00	\$3.99					
2/16/2024	\$45.00	\$2.57					
2/16/2024	\$50.00	\$1.45					
2/16/2024	\$55.00	\$0.38					
2/16/2024	\$75.00	\$0.91					
2/16/2024	\$85.00	\$0.91					
3/15/2024	\$40.00	\$7.13	\$3.70				
3/15/2024	\$45.00	\$4.78	\$2.34				
3/15/2024	\$50.00	\$1.92	\$0.49				
3/15/2024	\$60.00	\$3.22	\$2.29				
4/19/2024	\$35.00		\$8.15	\$4.06	\$1.42		
4/19/2024	\$40.00		\$4.06	\$1.30	\$0.43		
5/17/2024	\$30.00	\$13.41	\$9.28	\$4.85	\$2.36	\$0.97	\$2.28
5/17/2024	\$35.00	\$12.14	\$8.19	\$4.44	\$2.16	\$0.37	\$0.20
5/17/2024	\$40.00	\$7.75	\$4.36	\$1.55	\$1.15	\$0.09	\$0.13
5/17/2024	\$45.00	\$6.38	\$3.80	\$1.14	\$0.76	\$0.05	\$0.05
5/17/2024	\$50.00	\$3.75	\$1.84	\$0.07	\$0.07	\$0.02	\$0.30
5/17/2024	\$55.00	\$1.52	\$0.41	\$0.07	\$0.07	\$0.07	\$0.15
5/17/2024	\$60.00	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00	\$2.40
6/21/2024	\$32.50					\$0.59	\$1.50
6/21/2024	\$35.00					\$0.44	\$0.65
6/21/2024	\$37.50					\$0.20	\$0.43
6/21/2024	\$42.50					\$0.02	\$0.23
8/16/2024	\$25.00	\$13.08	\$8.97	\$4.73	\$2.37	\$0.68	\$8.05
8/16/2024	\$30.00	\$12.12	\$8.10	\$4.16	\$2.35	\$0.70	\$4.00
8/16/2024	\$35.00	\$10.79	\$6.77	\$3.07	\$1.13	\$0.14	\$2.13
8/16/2024	\$40.00	\$8.90	\$5.47	\$2.71	\$0.58	\$0.17	\$0.73
8/16/2024	\$45.00	\$7.45	\$4.61	\$2.15	\$0.88	\$0.70	\$0.80
8/16/2024	\$50.00	\$4.88	\$3.04	\$1.36	\$1.36	\$1.00	\$0.40
8/16/2024	\$55.00	\$2.25	\$1.14	\$0.38	\$0.00	\$0.00	\$2.40
8/16/2024	\$60.00	\$1.73	\$1.03	\$0.00	\$0.00	\$0.00	\$0.58
8/16/2024	\$65.00	\$0.77	\$0.00	\$0.00	\$0.00	\$0.00	\$2.40
11/15/2024	\$22.50			\$5.07	\$2.83	\$0.98	\$10.40
11/15/2024	\$25.00			\$4.08	\$2.10	\$0.25	\$9.80
11/15/2024	\$30.00			\$4.52	\$2.62	\$0.60	\$6.30
11/15/2024	\$35.00			\$2.56	\$1.08	\$0.39	\$3.23
11/15/2024	\$40.00			\$2.59	\$0.94	\$0.34	\$1.58
11/15/2024	\$45.00			\$0.76	\$0.38	\$0.00	\$1.45
11/15/2024	\$50.00			\$1.32	\$1.32	\$0.18	\$0.40
11/15/2024	\$55.00			\$1.11	\$1.11	\$0.00	\$2.40
11/15/2024	\$60.00			\$0.89	\$0.89	\$0.00	\$2.40

TABLE D
MBI Put Options
Artificial Deflation per Share and Holding Prices
November 4, 2022 through May 2, 2024

Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods					Holding Price 5/2/2024
		11/4/2022 through 1/29/2024	1/30/2024 through 2/19/2024	2/20/2024 through 4/11/2024	4/12/2024 through 4/14/2024	4/15/2024 through 5/1/2024	
2/16/2024	\$35.00	\$0.01					
2/16/2024	\$40.00	\$0.34					
2/16/2024	\$45.00	\$1.57					
2/16/2024	\$50.00	\$2.90					
2/16/2024	\$55.00	\$3.62					
3/15/2024	\$45.00	\$3.35	\$2.05				
3/15/2024	\$50.00	\$6.54	\$3.70				
4/19/2024	\$35.00		\$0.19	\$0.19	\$0.13		
4/19/2024	\$40.00		\$3.48	\$2.67	\$1.24		
4/19/2024	\$45.00		\$5.10	\$3.60	\$1.49		
5/17/2024	\$35.00	\$2.04	\$1.78	\$1.26	\$0.61	\$0.18	\$3.45
5/17/2024	\$40.00	\$4.65	\$4.04	\$3.05	\$1.59	\$0.53	\$8.40
5/17/2024	\$45.00	\$7.31	\$5.72	\$4.39	\$2.24	\$0.78	\$13.35
5/17/2024	\$50.00	\$11.07	\$8.60	\$4.76	\$2.57	\$0.68	\$18.20
5/17/2024	\$55.00	\$12.17	\$8.83	\$4.94	\$2.32	\$0.53	\$23.00
5/17/2024	\$60.00	\$12.90	\$9.19	\$4.90	\$2.37	\$0.55	\$28.05
5/17/2024	\$65.00	\$13.46	\$9.28	\$4.94	\$2.24	\$0.55	\$33.05
6/21/2024	\$25.00					\$0.37	\$1.35
6/21/2024	\$30.00					\$0.02	\$0.98
6/21/2024	\$32.50					\$0.09	\$2.00
6/21/2024	\$35.00					\$0.60	\$4.35
6/21/2024	\$37.50					\$0.28	\$5.80
6/21/2024	\$40.00					\$0.60	\$8.30
8/16/2024	\$25.00	\$0.27	\$0.27	\$0.00	\$0.00	\$0.00	\$0.48
8/16/2024	\$30.00	\$1.24	\$1.04	\$0.65	\$0.65	\$0.04	\$1.70
8/16/2024	\$35.00	\$3.20	\$2.78	\$1.67	\$1.40	\$0.44	\$4.75
8/16/2024	\$40.00	\$5.10	\$4.31	\$3.10	\$1.41	\$0.55	\$8.60
8/16/2024	\$45.00	\$6.93	\$5.47	\$3.55	\$1.44	\$0.65	\$13.10
8/16/2024	\$50.00	\$9.30	\$7.14	\$4.13	\$2.27	\$0.65	\$18.20
8/16/2024	\$55.00	\$12.22	\$9.15	\$5.16	\$2.33	\$0.68	\$23.25
8/16/2024	\$60.00	\$12.20	\$8.92	\$5.08	\$2.42	\$0.63	\$28.05
8/16/2024	\$65.00	\$13.25	\$9.55	\$5.07	\$2.28	\$0.63	\$33.10
11/15/2024	\$30.00			\$1.17	\$0.05	\$0.05	\$2.65
11/15/2024	\$35.00			\$1.87	\$1.79	\$0.23	\$5.25
11/15/2024	\$40.00			\$2.64	\$1.75	\$0.53	\$9.80
11/15/2024	\$45.00			\$3.70	\$1.51	\$0.55	\$13.25