

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

ZCAP EQUITY FUND LLC and ROSS
MARCHETTA, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

LUXURBAN HOTELS INC., BRIAN
FERDINAND, and SHANOOP KOTHARI,

Defendants.

No. 1:24-cv-01030-PAE

CLASS ACTION

EXHIBIT A-1

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND MOTION
FOR ATTORNEYS' FEES AND EXPENSES**

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 you purchased or acquired the publicly traded common stock and/or preferred stock of LuxUrban Hotels Inc. ("LuxUrban" or the "Company") during the period from May 9, 2023 through August 20, 2024, inclusive (the "Class Period"), and were allegedly damaged thereby (the "Settlement Class").¹

A federal court authorized this Notice. This is not attorney advertising.

- The Court will hold a Settlement Hearing on September 8, 2026 at 10:00 a.m. to decide whether to approve the Settlement. If approved by the Court, the Settlement will provide for the payment of \$3,000,000 gross (the "Settlement Amount"), plus interest as it accrues, minus attorneys' fees, expenses, compensatory awards to Plaintiffs, Notice and Administration Expenses, and Taxes on interest, to persons and entities who purchased LuxUrban's publicly traded common stock (Nasdaq ticker symbol: LUXH) and/or 13.00% Series A Cumulative Redeemable Preferred Stock (ticker symbol: LUXHP) during the Class Period, and who submit eligible Claim Forms.
- Based on Plaintiffs' consulting damages expert's estimate that approximately 62 million shares of LuxUrban's publicly traded common stock and preferred stock may have been affected by the conduct alleged in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average gross recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is approximately \$0.05 per share of common stock or preferred stock. Settlement Class Members should note, however, that the foregoing average recovery is only an estimate. Settlement Class Members may recover more or less than this amount depending on, among other factors, when their shares were purchased or otherwise acquired and the price at the time of purchase or acquisition; whether the shares were sold and, if so, when they were sold and for how much; and the aggregate value of the Recognized Losses represented by valid and acceptable Claim Forms. In addition, the actual recovery of Settlement Class Members may be further reduced by the

¹ All capitalized terms used in this Notice that are not otherwise defined have the meanings given to them in the Stipulation and Agreement of Settlement, dated March 26, 2026 (the "Stipulation"), which is available at www.strategicclaims.net/LuxUrban.

payment of fees and costs from the Settlement Fund, as approved by the Court. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth below (*see* pages 12-18 below) or such other plan of allocation as may be approved by the Court.

- To claim your share of the Settlement, you must submit a valid Claim Form by August 10, 2026.
- Attorneys for Plaintiffs and the Settlement Class, Pomerantz LLP (“Lead Counsel”), intend to ask the Court to award them and additional counsel Portnoy Law Firm (together “Plaintiffs’ Counsel”) fees of up to 33% of the Settlement Amount, plus interest, and payment of up to \$275,000 in litigation expenses, plus interest, and up to \$10,000 in total in compensatory awards to Plaintiffs, pursuant to the Private Securities Action Reform Act of 1995 (“PSLRA”). Since the Action’s inception, Plaintiffs’ Counsel have expended considerable time and effort in this case on a contingent-fee basis and have advanced the expenses of the litigation with the expectation that if they were successful in obtaining a recovery for the class, they would be paid from such recovery. Collectively, the requested attorneys’ fees, litigation expenses and compensatory awards to Plaintiffs are estimated to average approximately \$0.02 per share. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The estimated average net recoveries, after the deductions set forth in the preceding paragraph, are approximately \$0.03 per share. These estimates are based on the assumptions set forth in the preceding paragraphs. Your actual recovery, if any, will depend on, among other things, when your shares were purchased or otherwise acquired and the price at the time of purchase or acquisition; whether the shares were sold and, if so, when they were sold and for how much; and the aggregate value of the Recognized Losses represented by valid and acceptable Claim Forms.
- The Settlement resolves the Action and Plaintiffs’ claims that LuxUrban, Brian Ferdinand (“Ferdinand”), and Shanoop Kothari (“Kothari”) (collectively, “Defendants”) violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in public statements to the investing public concerning, *inter alia*, LuxUrban’s portfolio of leased hotel properties. LuxUrban has filed for bankruptcy, and the Action has been stayed with respect to LuxUrban. Ferdinand and Kothari (together, the “Individual Defendants”) have entered into the Stipulation with Plaintiffs (collectively, the “Parties”). The Individual Defendants have denied and continue to deny each, any, and all allegations of wrongdoing, fault, liability, or damage whatsoever asserted by Plaintiffs. Though LuxUrban is not a party to the Settlement, the claims against LuxUrban are included in the Settlement.
- The Parties disagree on how much money, if any, could have been won if Plaintiffs prevailed on each of their claims.
- For Plaintiffs, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be assessed in light of the risk that Defendants may be unable to satisfy a judgment in the future; the costs and delay associated with completing discovery; the risk that the Court may refuse to certify a class and/or grant, in whole or in part, anticipated motions for summary judgment filed by the Individual Defendants; and the risks involved in proving the allegations, the uncertainty of a greater recovery after a trial and appeals, and the difficulties and delays inherent in such litigation. For the Individual Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the sole reason for entering into the Settlement is to end the burden, expense, uncertainty, and risk of further litigation.
- If you are a member of the Settlement Class, your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on these claims. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlement. Claim Forms must be postmarked or submitted online on or before August 10, 2026
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims that were or could have been asserted in this case. Requests for exclusion must be received on or before August 18, 2026
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees, costs, and expenses. You will still be a member of the Settlement Class. Objections must be received by the Court and counsel on or before August 18, 2026
PARTICIPATE IN THE HEARING	Ask to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees, costs, and expenses. Requests to speak must be received by the Court and counsel on or before August 18, 2026
DO NOTHING	Get no payment. Give up your rights.

INQUIRIES

Please do not contact the Court, Defendants, Defendants' Counsel, or the Office of the Clerk of Court regarding this Notice. All inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

LuxUrban Hotels Inc. Securities Settlement
 c/o Strategic Claims Services
 600 N. Jackson Street, Suite 205
 P.O. Box 230
 Media, PA 19063
 Telephone: (866) 274-4004
 Facsimile: (610) 565-7985
 info@strategicclaims.net

or

Jeremy A. Lieberman, Esq.
 Jonathan D. Park, Esq.
 POMERANTZ LLP
 600 Third Ave, Floor 20
 New York, NY 10016
 Telephone: (212) 661-1100
 Facsimile: (917) 463-1044
 jalieberman@pomlaw.com
 jpark@pomlaw.com

BASIC INFORMATION CONCERNING THE SETTLEMENT

1. Why did I receive notice of the Settlement?

You or someone in your family may have purchased or acquired publicly traded common stock and/or preferred stock of LuxUrban during the period from May 9, 2023 to August 20, 2024, both dates inclusive (the Class Period). **RECEIPT OF NOTICE DOES NOT MEAN THAT YOU ARE A MEMBER OF THE SETTLEMENT CLASS OR THAT YOU WILL BE ENTITLED TO RECEIVE A PAYMENT.** The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 10 below.

2. What is this case about?

This settlement resolves the case known as *zCap Equity Fund LLC and Ross Marchetta v. LuxUrban Hotels Inc.*, Case No. 1:24-cv-01030-PAE (S.D.N.Y.). The Court in charge of the case is the United States District Court for the Southern District of New York. The Action involves allegations that Defendants violated the Securities Exchange Act of 1934 (“Exchange Act”). The operative Amended Complaint alleges that Defendants made materially false and misleading statements about (1) LuxUrban’s hotel portfolio (specifically, about LuxUrban’s execution of lease agreements for hotel properties) and (2) LuxUrban’s financial results for the first quarter of 2024. The Amended Complaint alleges that these statements artificially inflated the price of LuxUrban’s publicly traded common stock and 13% Series A Cumulative Redeemable Preferred Stock (together, “LuxUrban Securities”) during the Class Period and that, when the true facts were revealed, the artificial inflation was removed from the price of LuxUrban Securities, causing the price to drop and causing damage to members of the Settlement Class.

On July 25, 2025, the Court issued an order granting in part and denying in part Defendants’ motion to dismiss the Amended Complaint. The Court found that Plaintiffs sufficiently pleaded that Defendants made false or misleading statements about LuxUrban’s hotel portfolio and that they did so with the requisite state of mind. The Court dismissed all claims that Defendants made false or misleading statements about LuxUrban’s financial results for the first quarter of 2024. The Court did not finally decide in favor of Plaintiffs or Defendants and there has been no trial. Instead, Plaintiffs and the Individual Defendants agreed to a settlement.

The Individual Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action and maintain that the Company’s disclosures were true and correct in all material respects. The Settlement shall not be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of the Individual Defendants or any of the Released Defendant Parties, or of any infirmity of any defense, or of any damages to the Plaintiffs or any other Settlement Class Member. The Settlement resolves all of the claims in the Action, as well as certain other related claims or potential claims, whether known or unknown.

3. Why is this a class action?

In a class action, one or more persons, called plaintiffs, sue on behalf of all persons who have similar claims. All of the persons with similar claims are referred to as a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

Plaintiffs and the Individual Defendants do not agree about the merits of Plaintiffs’ allegations and the Individual Defendants’ defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and the Individual Defendants disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities laws; (2) whether the Individual Defendants acted with scienter; (3) whether Defendants’ alleged misstatements and omissions caused any damages to investors; (4) the amount of alleged damages, if any, that could be recovered at trial; and (5) whether Plaintiffs would have prevailed on any appeal of the District Court’s dismissal of the claims that Defendants made misrepresentations about LuxUrban’s financial results for the first quarter of 2024.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiffs or the Individual Defendants. Instead, Plaintiffs and the Individual Defendants have agreed to settle the case. Plaintiffs and Plaintiffs’ Counsel believe the Settlement is best for all Settlement Class Members because of the risks

associated with continued litigation and the financial condition of Defendants (particularly because both LuxUrban and Ferdinand have filed for bankruptcy). Among the reasons that Plaintiffs and Plaintiffs' Counsel believe the Settlement is fair is that the Individual Defendants' ability to satisfy a judgment equal to or greater than the Settlement Amount is uncertain, and that Plaintiffs faced risks to proving that any challenged statement was false or misleading, that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any.

For the avoidance of doubt, the Individual Defendants believe that the alleged claims are without merit and have agreed to resolve this case solely to avoid the expense and potential distraction of litigation.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement Class?

The Settlement Class is all persons and entities who or that purchased or otherwise acquired publicly traded common stock and/or preferred stock of LuxUrban during the period from May 9, 2023 to August 20, 2024, both dates inclusive.

Check your investment records or contact your broker to see if you have any eligible securities. The Parties do not independently have access to your trading information.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) Individual Defendants, LuxUrban, and any affiliates or subsidiaries thereof; (ii) present and former officers and directors of LuxUrban and their immediate family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Individual Defendants' and LuxUrban's liability insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Individual Defendant or LuxUrban has or had a controlling interest; (v) LuxUrban's employee retirement and benefit plan(s); (vi) any trust of which Ferdinand or Kothari is the settler or which is for the benefit of Ferdinand or Kothari and/or member(s) of the immediate family of either Ferdinand or Kothari; and (vii) the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at (866) 274-4004 or by email at info@strategicclaims.net or by visiting the website www.strategicclaims.net/LuxUrban, or you can fill out and return the Claim Form available at www.strategicclaims.net/LuxUrban, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

The proposed Settlement provides for the Individual Defendants to cause the payment of \$3,000,000 into a settlement fund, which may accrue interest (the "Settlement Fund"). The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees with interest and reasonable Litigation Expenses to Plaintiffs' Counsel and compensatory awards to Plaintiffs. A portion of the Settlement Fund also will be used to pay Taxes due on interest earned

by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing the Postcard Notice, the costs of publishing notice, and the costs of processing claims. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court (“Authorized Claimants”).

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on several factors, including (i) when you purchased or otherwise acquired LuxUrban Securities, and the price at the time of purchase or acquisition; (ii) whether you sold LuxUrban Securities and, if so, when and for how much; (iii) the Recognized Losses of timely and valid claims submitted by other Settlement Class Members; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Plaintiffs’ Counsel for attorneys’ fees, expenses, and compensatory awards to Plaintiffs.

The Claims Administrator will determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Loss calculated pursuant to the allocation formulas set forth in the Plan of Allocation approved by the Court. The allocation formulas are the basis upon which the Net Settlement Fund will be proportionately allocated to Settlement Class Members with valid claims. The allocation formulas are not intended to estimate the amount that a Settlement Class Member might have been able to recover after a trial; they also are not an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. You can calculate your Recognized Loss by following the instructions in the proposed Plan of Allocation at page 12 of this Notice.

It is unlikely that you will get a payment for all of your Recognized Loss. After all Settlement Class Members have sent in their Claim Forms, the payment you get will be a share of the Net Settlement Fund equal to your proportional share of the Recognized Losses of timely and valid claims submitted by all Authorized Claimants.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for a payment, you must submit a Claim Form. The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

A Claim Form is enclosed with this Notice and may also be downloaded at www.strategicclaims.net/LuxUrban or submitted online using the website claim portal. Read the instructions carefully, fill out the form, include all the documents that the form requests, sign it, and mail or submit it online so that it is postmarked or received **no later than 11:59 p.m. ET on August 10, 2026**. The Claim Form may be submitted online at www.strategicclaims.net/LuxUrban or mailed to:

LuxUrban Hotels Inc. Securities Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

11. When would I get my payment?

The Court will hold a Settlement Hearing on September 8, 2026 at 10:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

12. What am I giving up to get a payment or to stay in the Settlement Class?

If you are a member of the Settlement Class, unless you exclude yourself from the Settlement Class by the August 18, 2026 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Defendants and other Released Defendant Parties if the Settlement is approved. It also means you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment. The judgment will dismiss with prejudice the claims against the Released Defendant Parties and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties, whether or not such Settlement Class Member executes and delivers a Claim Form or shares in the Net Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

“Released Plaintiffs’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (a) asserted in the Action, including, for the avoidance of doubt, all claims already dismissed by the MTD Opinion; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to both (i) the allegations, transactions, facts, activities, matters or occurrences, conduct, representations, or omissions involved, set forth, or referred to in the Action and (ii) the purchase or acquisition of LuxUrban Securities during the Class Period. Released Plaintiffs’ Claims shall not include claims to enforce the Settlement.

“Released Defendant Parties” means Defendants (the Individual Defendants and LuxUrban) and each of their respective former, present or future parents, subsidiaries, divisions, controlling Persons, associates, related entities and affiliates and each and all of their respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, liability insurance carriers, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers of each of them, in their capacities as such; and the predecessors, successors, assigns, estates, Immediate Family, heirs, executors, trusts, trustees, administrators, agents, legal representatives, and assignees of each of them, in their capacities as such, as well as any trust of which any Released Defendant Party is the settlor or which is for the benefit of any of their Immediate Family members.

“Unknown Claims” means any and all Released Plaintiffs’ Claims that Plaintiffs 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 the Released Defendant Parties, and any and all Released Defendants' Claims that any Individual Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Individual Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Plaintiffs, other Settlement Class Members, or the Individual Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the Action, the Released Plaintiffs' Claims or the Released Defendants' Claims, but Plaintiffs and the Individual Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and the Individual Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

This means you and all other Settlement Class Members and each of your respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Defendants and other Released Defendant Parties. You will accept a share of the Net Settlement Fund as sole compensation for any losses you allegedly suffered as a result of your purchase or acquisition of LuxUrban Securities during the Class Period. Additional specific terms of the release are included in the Stipulation available at www.strategicclaims.net/LuxUrban.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own about the claims being released in this Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or "opting out," from the Settlement Class. Defendants can terminate the Settlement if a certain amount of exclusion requests is received.

13. How do I get out of the proposed Settlement?

To exclude yourself from the Settlement Class, you must mail a letter stating that you request to be "excluded from the Settlement Class in *zCap Equity Fund LLC and Ross Marchetta v. LuxUrban Hotels*

Inc., Case No. 1:24-cv-01030-PAE (S.D.N.Y.).” To be valid, the letter must state (A) your name, address, telephone number, and email address (if any); and (B) the number of shares of LuxUrban common stock and preferred stock that you (i) owned as of the opening of trading on May 9, 2023 and as of the close of trading on November 18, 2024 and (ii) purchased, acquired, and/or sold from May 9, 2023 through November 18, 2024, inclusive, as well as the dates and prices for each such purchase, acquisition and sale. In order to be valid, a request for exclusion must be submitted with documentary proof of such ownership and such purchase, acquisition, and/or sale transactions. Any request for exclusion must be signed and submitted by you, as the beneficial owner. You must submit your exclusion request so that it is **received no later than August 18, 2026 at:**

LuxUrban Hotels Inc. Securities Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063

You cannot exclude yourself by telephone or by email. If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by any orders or the judgment in this case.

14. If I do not exclude myself, can I sue the Defendants or the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue the Defendants or the other Released Defendant Parties for the claims being released in this Settlement. If you have a pending lawsuit against the Released Defendant Parties or related to any Released Plaintiffs’ Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **August 18, 2026**.

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you may not send in a Claim Form to ask for any money.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed Pomerantz LLP as Lead Counsel to the Settlement Class, to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense and they may file a notice of appearance in the Action. Contact information for Pomerantz LLP is provided above.

17. How will the lawyers be paid?

Plaintiffs’ Counsel have expended considerable time litigating this Action on a contingent-fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys’ fees or for their expenses in advance of this Settlement. Plaintiffs’ Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys’ fees and be paid for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Plaintiffs’ Counsel will not receive attorneys’ fees or be paid for their litigation expenses except from the Settlement Fund. Therefore, Lead Counsel, on behalf of themselves and Portnoy Law Firm, will file a motion prior to the Settlement Hearing asking the Court for an award of attorneys’ fees in an amount not greater than 33% of the Settlement Fund, equaling \$990,000 plus interest, plus payment of litigation expenses of no

more than \$275,000, plus interest, and compensatory awards to Plaintiffs of no more than \$10,000 in total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT AND RELATED MATTERS

<p>18. How do I tell the Court that I object to the proposed Settlement, the Fee and Expense Application, and/or the Plan of Allocation?</p>

If you are a Settlement Class Member, you can tell the Court you do not agree with the proposed Settlement, any part of the Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and expenses and application for compensatory awards to Plaintiffs. You can write to the Court setting out your objection. The Court will consider your views.

To object, you must send a signed letter saying that you object to the proposed Settlement, Plan of Allocation, and/or application for attorneys' fees and Litigation Expenses in "*zCap Equity Fund LLC and Ross Marchetta v. LuxUrban Hotels Inc.*, Case No. 1:24-cv-01030-PAE (S.D.N.Y.)." You must include (1) your name, address, telephone number, email address, and your signature; (2) the number of shares of LuxUrban common stock and preferred stock that you (i) owned as of the opening of trading on May 9, 2023 and close of trading on November 18, 2024, and (ii) purchased, acquired, and/or sold from May 9, 2023 through November 18, 2024, as well as the dates and prices for each such purchase, acquisition and sale, and documents showing such ownership and trading; and (3) the objection(s) and the specific reasons for each objection, including whether it applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, and any legal and evidentiary support, and witnesses you wish to bring to the Court's attention. If you are represented by counsel, you must also provide the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; the number of times you and your counsel has filed an objection to a class action settlement in the last five years; the nature of each such objection in each case; and the name and docket number of each case.

If you object, you subject yourself to the jurisdiction of the Court in this matter and consent to being deposed in your district of residence and producing, in advance of a deposition, any responsive documents to a discovery request prior to the Settlement Hearing.

Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing must indicate in their written objection that they intend to participate in the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing.

All written objections and supporting papers must be submitted to the Court either by mailing them to the Clerk of the Court, United States District Court, Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, or by filing them in person at any location of the United States District Court for the Southern District of New York, and **must be received by the Court or filed no later than August 18, 2026.**

You must also mail or deliver copies of any objections, papers and briefs to **each** of the below such that they are **received no later than August 18, 2026:**

Lead Counsel for Plaintiffs

Jeremy A. Lieberman, Esq.
POMERANTZ LLP
600 Third Avenue, Floor 20
New York, NY 10016

Counsel For Defendants

Douglas W. Greene, Esq.
BAKER & HOSTETLER LLP
45 Rockefeller Plaza
New York, NY 10111

19. What is the difference between objecting and excluding myself?

Objecting is telling the Court you do not like something about the Settlement or some part of it. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

THE COURT’S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement, the Fee and Expense Application, and the Plan of Allocation. You may participate, and you may ask to speak, but you do not have to.

20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing, either in person or remotely at the Court’s discretion, on September 8, 2026 at 10:00 a.m. at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1305, New York, NY, 10007.

At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court; whether a Judgment as provided for in the Stipulation should be entered; and whether the proposed Plan of Allocation should be approved. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much should be awarded to Plaintiffs’ Counsel for attorneys’ fees and expenses and compensatory awards to Plaintiffs for their service to the Settlement Class.

We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing, or decide to hold it remotely, without another notice being mailed to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website, www.strategicclaims.net/LuxUrban, beforehand to be sure that the date and/or time has not changed.

21. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

22. May I speak at the hearing?

If you object, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see question 18 above) a statement that you “intend to appear in *zCap Equity Fund LLC and Ross Marchetta v. LuxUrban Hotels Inc.*, Case No. 1:24-cv-01030-PAE (S.D.N.Y.)” Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys’ fees, costs, and expenses, and desire to present evidence at the Settlement Hearing, must include in their written objection the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Released Plaintiffs' Claims (as defined in the Stipulation) ever again.

GETTING MORE INFORMATION

24. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement of Settlement dated March 26, 2026. The Stipulation is the controlling document describing the proposed Settlement, and its terms govern everything in this Notice. You can get a copy of the Stipulation, other documents related to the Settlement and the Fee and Expense Application, and obtain answers to common questions regarding the proposed Settlement by visiting www.strategicclaims.net/LuxUrban or by contacting the Claims Administrator toll-free at (866) 274-4004.

25. How do I get more information about the case?

This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, please see the Stipulation. More information about the matters involved in the Action, including, among other documents, copies of the Stipulation and Claim Form, is available at www.strategicclaims.net/LuxUrban. For even more detailed information concerning the matters involved in this Action, see the pleadings filed in the case, the papers filed in support of the Settlement and the Fee and Expense Application, and the orders entered by the Court, which are available for review during business hours at the Office of the Clerk of the Court, Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. (Please check the Court's website, www.nysd.uscourts.gov, for information about Court closures before visiting.) Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files system at <https://www.pacer.gov>.

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

1. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the conduct alleged in the Amended Complaint, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the conduct alleged in the Amended Complaint. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below.
2. A Recognized Loss will be calculated for each share of LuxUrban Securities purchased or otherwise acquired during the Class Period.² The calculation of Recognized Losses will depend upon several factors, including when shares of LuxUrban Securities were purchased or otherwise acquired during the Class Period, and in what amounts, and whether those shares were sold, and if sold, when they were sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net

² During the Class Period, LuxUrban Hotels, Inc. common stock and preferred stock traded on the Nasdaq Capital Market under the ticker symbols "LUXH" and "LUXHP", respectively.

Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund to the extent that it is equitably and economically feasible.

3. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that the prices of LuxUrban Securities were artificially inflated throughout the Class Period. The estimated alleged artificial inflation in the price of LuxUrban Securities during the Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of LuxUrban Securities during the Class Period is based on certain misrepresentations alleged by Plaintiffs and the price changes in the LuxUrban Securities, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs.

4. The U.S. federal securities laws allow investors to recover for losses caused by disclosures which corrected the defendants’ previous misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, LuxUrban Securities purchased or otherwise acquired during the Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. Plaintiffs and Lead Counsel have determined that such price declines occurred on multiple dates, beginning January 17, 2024, through August 20, 2024 (the “Corrective Disclosure Dates”). Accordingly, if a share of LuxUrban Securities was sold before January 17, 2024 (the earliest Corrective Disclosure Date) the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws.

Table 1			
Artificial Inflation in LuxUrban Common Stock and Preferred Stock			
From	To	Common Stock Per-Share Price Inflation	Preferred Stock Per-Share Price Inflation
May 9, 2023	January 16, 2024	\$4.250	\$8.218
January 17, 2024	January 17, 2024	\$3.647	\$7.167
January 18, 2024	February 2, 2024	\$3.199	\$4.569
February 5, 2024	February 5, 2024	\$2.189	\$4.384
February 6, 2024	February 6, 2024	\$1.930	\$4.212
February 7, 2024	March 11, 2024	\$1.379	\$3.850
March 12, 2024	March 13, 2024	\$1.360	
March 14, 2024	March 14, 2024	\$1.303	
March 15, 2024	March 15, 2024	\$1.212	
March 18, 2024	March 18, 2024	\$1.180	
March 19, 2024	March 26, 2024	\$1.069	
March 27, 2024	April 12, 2024	\$0.411	
April 15, 2024	May 9, 2024	\$0.247	\$2.376
May 10, 2024	May 13, 2024	\$0.159	\$0.994
May 14, 2024	May 14, 2024	\$0.076	
May 15, 2024	August 9, 2024	\$0.020	
August 12, 2024	August 14, 2024	\$0.009	\$0.000
August 15, 2024	August 15, 2024	\$0.005	
August 16, 2024	August 20, 2024	\$0.003	
August 21, 2024	Thereafter	\$0.000	

5. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for LuxUrban Securities. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on LuxUrban Securities purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss on LuxUrban Securities purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

6. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in LuxUrban Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

CALCULATION OF RECOGNIZED LOSSES

7. For each share of LuxUrban Securities purchased or otherwise acquired during the Class Period (i.e., May 9, 2023 through August 20, 2024, inclusive), the Recognized Loss per share shall be calculated as follows:

- i. For each share of LuxUrban Securities purchased during the Class Period that was subsequently sold prior to January 17, 2024, the Recognized Loss per share is \$0.
- ii. For each share of LuxUrban Securities purchased during the Class Period that was subsequently sold during the period from January 17, 2024 through and including the close of trading on August 20, 2024, the Recognized Loss per share is *the lesser of*:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above *minus* the amount of per-share price inflation on the date of sale as appears in Table 1; or
 - b. the purchase price *minus* the sale price.
- iii. For each share of LuxUrban Securities purchased during the Class Period that was subsequently sold during the period from August 21, 2024 through November 18, 2024, inclusive (i.e., the 90-Day Lookback Period), the Recognized Loss per share is *the least of*:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - b. the purchase price *minus* the sale price; or
 - c. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 for common stock or Table 3 for preferred stock below.
- iv. For each share of LuxUrban Securities purchased during the Class Period and still held as of the close of trading on November 18, 2024, the Recognized Loss per share is *the lesser of*:
 - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
 - b. the purchase price *minus* the average closing price for LuxUrban common stock or preferred stock during the 90-Day Lookback Period, which is \$0.06 or \$15.29, respectively.
- v. Notwithstanding the foregoing, for shares of LuxUrban Securities purchased or otherwise acquired during the period from May 14, 2024 through and including August 20, 2024, the Recognized Loss calculated pursuant to subparagraphs (i) through (iv) above shall be reduced

by ninety percent (90%). This reduction applies only to those specific purchases made during this period and does not affect the Recognized Losses attributable to common stock or preferred stock shares purchased outside of this timeframe. This reduction reflects the fact that the Corrective Disclosure Dates during the period from May 14, 2024 through and including August 20, 2024 relate to alleged misstatements concerning LuxUrban’s financial results for the first quarter of 2024, which the Court dismissed on July 25, 2025.

Table 2					
LuxUrban Common Stock 90-Day Lookback Period					
Sale / Disposition Date	Common Stock 90-Day Lookback Value	Sale / Disposition Date	Common Stock 90-Day Lookback Value	Sale / Disposition Date	Common Stock 90-Day Lookback Value
08/21/2024	\$0.07	09/20/2024	\$0.07	10/21/2024	\$0.07
08/22/2024	\$0.07	09/23/2024	\$0.07	10/22/2024	\$0.07
08/23/2024	\$0.07	09/24/2024	\$0.07	10/23/2024	\$0.07
08/26/2024	\$0.07	09/25/2024	\$0.08	10/24/2024	\$0.07
08/27/2024	\$0.07	09/26/2024	\$0.08	10/25/2024	\$0.07
08/28/2024	\$0.08	09/27/2024	\$0.08	10/28/2024	\$0.07
08/29/2024	\$0.07	09/30/2024	\$0.08	10/29/2024	\$0.07
08/30/2024	\$0.07	10/01/2024	\$0.08	10/30/2024	\$0.07
09/03/2024	\$0.07	10/02/2024	\$0.08	10/31/2024	\$0.07
09/04/2024	\$0.07	10/03/2024	\$0.08	11/01/2024	\$0.07
09/05/2024	\$0.07	10/04/2024	\$0.08	11/04/2024	\$0.07
09/06/2024	\$0.07	10/07/2024	\$0.08	11/05/2024	\$0.07
09/09/2024	\$0.07	10/08/2024	\$0.08	11/06/2024	\$0.07
09/10/2024	\$0.07	10/09/2024	\$0.08	11/07/2024	\$0.07
09/11/2024	\$0.07	10/10/2024	\$0.07	11/08/2024	\$0.07
09/12/2024	\$0.07	10/11/2024	\$0.07	11/11/2024	\$0.07
09/13/2024	\$0.07	10/14/2024	\$0.07	11/12/2024	\$0.06
09/16/2024	\$0.07	10/15/2024	\$0.07	11/13/2024	\$0.06
09/17/2024	\$0.07	10/16/2024	\$0.07	11/14/2024	\$0.06
09/18/2024	\$0.07	10/17/2024	\$0.07	11/15/2024	\$0.06
09/19/2024	\$0.07	10/18/2024	\$0.07	11/18/2024	\$0.06

Table 3³			
LuxUrban Preferred Stock 90-Day Lookback Period			
Sale / Disposition Date	Preferred Stock 90-Day Lookback Value	Sale / Disposition Date	Preferred Stock 90-Day Lookback Value
08/21/2024	\$13.82	10/07/2024	\$15.48
08/22/2024	\$14.07	10/08/2024	\$15.43
08/23/2024	\$14.17	10/09/2024	\$15.41

³ This Table 3 does not include trading dates when LuxUrban’s preferred stock was not traded.

Table 3³**LuxUrban Preferred Stock 90-Day Lookback Period**

08/26/2024	\$14.32	10/10/2024	\$15.38
08/27/2024	\$14.46	10/11/2024	\$15.33
08/28/2024	\$14.63	10/15/2024	\$15.32
08/29/2024	\$14.61	10/16/2024	\$15.29
08/30/2024	\$14.69	10/17/2024	\$15.26
09/04/2024	\$14.78	10/18/2024	\$15.22
09/05/2024	\$14.89	10/21/2024	\$15.22
09/06/2024	\$14.99	10/23/2024	\$15.22
09/09/2024	\$15.16	10/25/2024	\$15.19
09/10/2024	\$15.17	10/28/2024	\$15.17
09/12/2024	\$15.24	10/29/2024	\$15.15
09/13/2024	\$15.36	10/30/2024	\$15.13
09/16/2024	\$15.54	10/31/2024	\$15.14
09/17/2024	\$15.67	11/01/2024	\$15.16
09/18/2024	\$15.70	11/04/2024	\$15.16
09/19/2024	\$15.73	11/05/2024	\$15.16
09/20/2024	\$15.74	11/06/2024	\$15.18
09/24/2024	\$15.77	11/07/2024	\$15.19
09/25/2024	\$15.78	11/08/2024	\$15.21
09/26/2024	\$15.80	11/11/2024	\$15.24
09/27/2024	\$15.80	11/12/2024	\$15.26
09/30/2024	\$15.79	11/13/2024	\$15.28
10/01/2024	\$15.77	11/14/2024	\$15.29
10/03/2024	\$15.63	11/15/2024	\$15.30
10/04/2024	\$15.56	11/18/2024	\$15.29

ADDITIONAL PROVISIONS

8. The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible shares that participate in the Settlement, and when those shares were purchased and sold. The number of claimants who send in claims varies widely from case to case.
9. A purchase or sale of LuxUrban Securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.
10. All purchase and sale prices shall exclude any fees and commissions.
11. Acquisition by Gift, Inheritance, or Operation of Law: If a Settlement Class Member acquired LuxUrban Securities during the Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. The Recognized Loss for any shares of LuxUrban Securities that were originally purchased prior to commencement of the Class Period shall be deemed to be zero (\$0.00).
12. Notwithstanding any of the above, receipt of LuxUrban Securities during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of LuxUrban Securities.

13. The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against LuxUrban Securities held as of the close of trading on May 8, 2023 (the last day before the Class Period begins) and then against the purchase of LuxUrban Securities during the Class Period.

14. The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has a short position in LuxUrban Securities, the earliest subsequent Class Period purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

15. With respect to LuxUrban Securities purchased or sold through the exercise of an option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the closing price of LuxUrban Securities on the date of exercise. Any Recognized Loss arising from purchases of LuxUrban Securities acquired during the Class Period through the exercise of an option on LuxUrban Securities shall be computed as provided for other purchases of LuxUrban Securities in the Plan of Allocation.⁴

16. Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

17. Settlement Class Members who do not submit acceptable Proof of Claim and Release Forms, with appropriate supporting documentation, will not share in the Settlement proceeds. The Settlement and the Final Order and Judgment dismissing this Action with prejudice will nevertheless bind Settlement Class Members who do not submit requests for exclusion and/or submit acceptable Proof of Claim and Release Forms.

18. Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim and Release Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

19. Defendants, their respective counsel, and all other Released Parties will have no responsibility or liability whatsoever for the processing of Proof of Claim and Release Forms, the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Plaintiffs and Lead Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

20. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any

⁴ The “exercise of an option” as used in this sentence includes: (1) purchases of LuxUrban Securities as the result of the exercise of a call option, and (2) purchases of LuxUrban Securities by the seller of a put option as a result of the buyer of such put option exercising that put option.

additional settlement administration fees, costs, and expenses, including those of Lead Counsel or the Claims Administrator as may be approved by the Court; and (c) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be distributed pursuant to a method approved by the Court.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If, from May 9, 2023 through August 20, 2024, both dates inclusive, you purchased and/or otherwise acquired LuxUrban Securities for the beneficial interest of a person or entity other than yourself, the Court has directed that, **WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF NOTICE**, you either (a) 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 from the Claims Administrator, forward them to all such beneficial owners, (b) request a link to the Notice and Claim Form from the Claims Administrator, and **WITHIN SEVEN (7) CALENDAR DAYS** of receipt, email the link to all beneficial owners/purchasers for whom valid email addresses are available, or (c) provide a list of the names, addresses, and email addresses of all such beneficial owners to the Claims Administrator, in which event the Claims Administrator will promptly mail the Postcard Notice or email the link to the Notice and Claim Form to such identified beneficial owners. If you choose to follow procedure (a) or (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. **YOU ARE NOT AUTHORIZED TO PRINT THIS NOTICE OR THE POSTCARD NOTICE YOURSELF. NOTICES AND POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

You may request reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing of up to: \$0.02 per Postcard Notice, plus postage at the current pre-sort rate used by the Claims Administrator, for Postcard Notices actually mailed; \$0.02 per link to the Notice and Claim Form emailed; or \$0.02 per mailing record and email address provided to the Claims Administrator. Expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED: MARCH 31, 2026

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK