

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE ORACLE CORPORATION
DATA BREACH LITIGATION

This Document Relates to Defendant Trustees
of Dartmouth College d/b/a Dartmouth
College only

Case No. 1:25-cv-01805-ADA-SH

Consolidated Class Action

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AS TO DARTMOUTH COLLEGE**

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Plaintiffs, Matthew B. Ross and Lisa Mabey, individually, and on behalf of the Settlement Class,¹ respectfully move for Preliminary Approval of Class Action Settlement as to Defendant, Trustees of Dartmouth College. Plaintiffs also seek provisional certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only. Plaintiffs have conferred with Defendant over the relief sought in this motion and Defendant does not oppose the motion or the relief sought herein.

I. STATEMENT OF THE NATURE OF THE CASE AND STAGE OF THE PROCEEDINGS

Founded in 1769, Dartmouth is a private, Ivy League research university in Hanover, New Hampshire. Dartmouth educates the most promising students and prepares them for a lifetime of learning and of responsible leadership through a faculty dedicated to teaching and the creation of knowledge. Like thousands of institutions and entities around the world, Dartmouth uses Oracle EBS to manage certain administrative operations like human resources and financial transactions. As has been reported in the press, on or before August 9, 2025, the cybercriminal syndicate CL0P exploited a vulnerability in the Oracle EBS software and accessed Private Information—including Dartmouth data and the data of many Oracle EBS subscribers—from Oracle EBS environments.

Upon discovering the Data Incident on October 1, 2025, Dartmouth promptly secured its Oracle EBS software, commenced an investigation, and notified law enforcement. After investigating to identify those individuals whose personal information was involved in the Data Incident, Dartmouth began mailing notification letters to them on November 24, 2025.

On December 11, 2025, a putative class action was filed by Plaintiff Ross and others against Dartmouth and Defendants Oracle Corporation, CSC Global Enterprises, LLC and Mastec, Inc. in

¹ Capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement (“SA”), attached hereto as ***Exhibit A***.

the United States District Court for the Western District of Texas styled *Daly, et al. v. Oracle Corp.*, Case No. 1:25-cv-02039-ADA-SH (W.D. Tex.). The *Daly* action was consolidated with other Oracle-related actions in the Western District of Texas on January 5, 2026, under the new style *In re Oracle Corporation Data Breach Litigation*. On March 6, 2026, a consolidated class action complaint was filed naming Matthew Ross and Lisa Mabey as plaintiffs with claims against Dartmouth on behalf of a putative class.

After consolidation, the Parties agreed to mediate Plaintiffs' claims against Dartmouth with Bruce A. Friedman, a well-respected JAMS mediator. *See* Joint Declaration of Class Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Joint Counsel Decl."), attached hereto as **Exhibit B**, ¶ 9. In advance of mediation, Dartmouth produced informal discovery information, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident. *Id.* ¶ 10. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement. *Id.*

On April 3, 2026, the mediation took place both in person in Florida and via Zoom. After a full day of arms-length negotiations, the Parties agreed to the material terms of a settlement that is fair, reasonable, and adequate, and that which resolves all claims against Dartmouth on a classwide basis. *Id.* ¶ 11. The agreement provides for a non-reversionary common fund of \$750,000.00, from which Class Members can claim: (1) a *pro rata* cash payment currently estimated to be \$75.00; (2) reimbursement of up to \$5,000.00 for Documented Out-of-Pocket Losses, and; (3) two years of one bureau credit monitoring. *Id.* ¶ 15.

On April 10, 2026, the Parties advised the Court of this proposed settlement and sought a stay as to Dartmouth only. Dkt. No. 110. The Court granted the request for a stay until June 9, 2026. The

Parties subsequently requested an additional two weeks to submit Plaintiffs' motion for preliminary approval (i.e. no later than June 23, 2026), which the Court allowed.

Plaintiffs now move for preliminary approval. Pursuant to FRCP Rules 23(a), 23(b), and 23(e), and the Fifth Circuit's factors articulated in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983), the Court should provisionally certify the Settlement Class, grant preliminary approval, and order that Notice be issued to the Settlement Class Members.

II. SUMMARY OF THE SETTLEMENT

A. Settlement Benefits

The Settlement creates a \$750,000 non-reversionary Settlement Fund. SA ¶ 67. The Settlement Class Members will be entitled to claim substantial relief from the Settlement Fund. The Settlement Agreement provides for relief for a Settlement Class defined as:

all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

Id. ¶ 64. Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads nolo contendere to any such charge; and (5) Settlement Class Members who validly and timely excludes themselves from the Settlement. *Id.*

The following relief will be offered to Settlement Class Members:

1. Monetary Relief

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. *Id.* ¶ 75(a).

b. Cash Payment B – Pro Rata Cash

In addition to Cash Payment A – Documented Losses above, a Settlement Class Member may also elect to receive Cash Payment B – Pro Rata Cash, which is a flat cash payment in an estimated amount of \$75.00. *Id.* ¶ 75(b). These payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payment B will be reduced *pro rata* accordingly.

2. Credit Monitoring

In addition to claiming either or both Cash Payments, Settlement Class Members may elect to receive two years of Credit Monitoring with one credit bureau. *Id.* ¶ 75(c).

B. Release

The release is tailored to the claims that have been pleaded or could have been pleaded against Dartmouth only in this case, and that arise “out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.” *Id.* ¶ 58. Excluded from the Released Claims are any claims against Oracle Corporation and the other defendants named in the Action that were impacted in the Data Incident. *Id.* Settlement Class Members who do not exclude themselves from the Settlement Agreement will release all claims, whether known or unknown, against Defendant and its affiliates, which relate to the Data Incident. *See Id.*

C. The Notice Program and Claims Process

The Parties mutually agree, and seek Court approval of, the appointment of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) – a firm with considerable experience in notice and settlement administration – as Settlement Administrator. Notice and administrative expenses (estimated to be \$142,000), including the cost of Notice, will be paid from the Settlement Fund. The Notice Program provides for individual Email Notice or Postcard Notice to Settlement Class Members directly through U.S. Mail. *Id.* ¶ 81; *see also* See Joint Counsel Decl. ¶ 19. Settlement Class Members will be able to submit Claim Forms through the Settlement Website or by mail.

1. Claims

The timing of the Claims Process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their Claim, and decide whether they would like to opt-out or object. Settlement Class Members will have until 15 days before the Final Approval Hearing to complete and submit their Claim Form, either by mail or online. *Id.* ¶ 23. The Claim Form is written in plain language to facilitate Settlement Class Members’ ease in completing it. *See* SA Exhibit 4.

2. Request for Exclusion and Objections

Settlement Class Members will have up to and including 30 days before the Final Approval Hearing to object to or to submit a request for exclusion from the Settlement Agreement. SA ¶¶ 48-49. Similar to the timing of the Claim Process, the timing with regard to objections and requests for exclusion is structured to give Settlement Class Members sufficient time to access and review the settlement documents—including Plaintiffs’ Application for Attorneys’ Fees, Costs, and Service Awards, which will be filed 15 days before these deadlines. *See id.* ¶ 102.

The Long Form Notice will include the opt-out and objection procedures, and the Email and Postcard Notices shall direct the Settlement Class to the Long Form Notice for instructions. *See* SA ¶¶ 84-86; *see also* SA Exhibits 1-3.

D. Fees, Costs, and Service Awards

The Settlement Agreement calls for a reasonable service award to Plaintiffs in the amount of \$3,000 each. *Id.* ¶ 106. The Service Award is meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including maintaining contact with counsel, assisting in the investigation of the case, reviewing the Complaint, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering counsel's questions.

Plaintiffs may also seek attorneys' fees of up to one-third of the Settlement Fund, or \$250,000. SA ¶ 105. Class Counsel may also seek reasonable and necessary out-of-pocket litigation expenses, in addition to any fees requested. *Id.* Class Counsel will submit a motion seeking attorneys' fees, costs, and Plaintiffs' Service forty-five (45) days before the Final Approval Hearing. *Id.* ¶ 103.

III. ARGUMENT

Federal Rule of Civil Procedure 23(e) requires court approval of any class settlement, following notice to the class. *See* Fed. R. Civ. P. 23(e). The preliminary approval stage provides a forum for the initial evaluation of a settlement, and where no class has been previously certified, a determination as to whether a proposed settlement class should be certified. *See* 2 Newberg & Conte, *Newberg on Class Actions*, §§ 11.22, 11.27 (3d ed. 1992); *In re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 175 (5th Cir. 1979). "First, the court must preliminarily approve the settlement. Then, the members of the class must be given notice of the proposed settlement, and finally, after a hearing, the court must determine whether the proposed settlement is fair, reasonable, and adequate." *In re Shell Oil Refinery*, 155 F.R.D. 552, 555 (E.D. La. Oct. 20, 1993).

Plaintiffs seek preliminary approval of the proposed settlement—an initial evaluation of the fairness of the proposed Settlement. *See Manual for Complex Litigation*, § 30.44 (4th ed.). Judicial and public policy favor the resolution of disputes through settlement. *See ODonnell v. Harris County Texas*, No. H-16-1414, 2019 WL 422040, at *8 (S.D. Tex. Sept. 5, 2019). Settlements are not required to “achieve some hypothetical standard constructed by imagining every benefit that might someday be obtained in contested litigation”—rather, compromise is the essence of settlement, and a court may rely on the judgment of experienced counsel for the parties. *Deboyos v. Allstate Corp.*, 240 F.R.D. 269, 286 (W.D. Tex. 2007) (quoting *Garza v. Sporting Goods Properties, Inc.*, No. CIV. A. SA-93-CA-108, 1996 WL 56247 (W.D. Tex. Feb. 6, 1996)). In granting preliminary approval, the Court determines it will “likely” be able to grant final approval of the Settlement under Rule 23(e)(2) and certify the class for purposes of settlement.

Because the proposed Settlement Agreement falls within the range of possible approval, this Court should grant Plaintiffs’ motion and allow notice to be provided to the Settlement Class. *See* 2 Newberg & Conte, *Newberg on Class Actions*, § 11.25 (3d ed. 1992).

A. The Court Should Certify the Proposed Class for Settlement Purposes.

Plaintiffs seek certification of a Settlement Class consisting of “all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.” SA ¶ 64. The Settlement Class consists of approximately 99,000 individuals.

Under Rule 23(a), a class action may be maintained where the movants demonstrate (1) the class is so numerous that joinder is impracticable; (2) the class has common questions of law or fact; (3) the representatives’ claims are typical of the class claims; and (4) the representatives will fairly and adequately protect class interests. *See* Fed. R. Civ. P. 23(a); *see also Nelson v. Constant*, No. 3:20-CV-3042, 2020 WL 5258458, at *4 (E.D. La. Sept. 3, 2020) (citing Fed. R. Civ. P. 23(a)). Additionally, under Rule

23(b)(3), a class may be maintained where “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

Because a court evaluating certification of a class action that settled is considering certification only in the context of settlement, the court’s evaluation is somewhat different than in a case that has not yet settled. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). In some ways, the court’s review of certification of a settlement-only class is lessened: as no trial is anticipated in a settlement-only class case, the case management issues inherent in the ascertainable class determination need not be confronted. *See id.* Other certification issues however, such as “those designed to protect absentees by blocking unwarranted or overbroad class definitions” require heightened scrutiny in the settlement-only class context “for a court asked to certify a settlement class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.” *Id.*

Despite the necessarily rigorous analysis of certain prongs at the preliminary certification stage, class actions are regularly certified for settlement. In fact, similar data breach cases have been certified for settlement. *See In re Target Corp. Customer Data Security Breach Litig.*, 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012). This case is no different.

1. The Settlement Class is So Numerous that Joinder is Impracticable.

Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Fed. R. Civ. P. 23(a)(1). The Fifth Circuit has found that a class of 100 to 150 members “is within the range that generally satisfie[s] the numerosity requirement.” *Mullen v. Treasure Chest Casino, LLC*, 186

F.3d 620, 624 (5th Cir. 1999). Here, the Settlement Class of approximately 99,000 clearly surpasses the threshold required to establish numerosity.

2. Questions of Law and Fact are Common to the Settlement Class.

Commonality requires Plaintiffs to demonstrate “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). The threshold for meeting this prong is not high: commonality does not require that every question be common to every member of the class, but rather that the questions linking class members are substantially related to the resolution of the litigation and are capable of generating common answers “apt to drive the resolution of the litigation,” even where the individuals are not identically situated. *See In re Heartland Payment Sys.*, 851 F.Supp.2d at 1052 (citing *Wal-Mart Stores v. Dukes*, 564 U.S. 338, 347 (2011)). Commonality can be satisfied by an “instance of the defendant’s injurious conduct, even when the resulting injurious effects—the damages—are diverse.” *In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014)).

Here, the commonality requirement is satisfied because Plaintiffs can demonstrate numerous common issues exist. For example, the security of Plaintiffs and Settlement Class Members is a question common across the entire class. The data security safeguards are also common across the Settlement Class, and the safeguards applied to the data of one Settlement Class Member do not differ from those applied to another. These common questions, among others, are central to the causes of action brought here, will generate common answers, and can be addressed on a class-wide basis, meeting commonality.

3. Plaintiffs’ Claims and Defenses are Typical of the Settlement Class.

Under Rule 23(a)(3), the typicality requirement is satisfied where “the claims or defenses of the class representatives have the same essential characteristics as those of the class as a whole.” Fed. R. Civ. P. 23(a)(3). “If the claims arise from a similar course of conduct and share the same legal theory, factual differences will not defeat typicality.” *See Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th

Cir. 2002); Fed. R. Civ. P. 23(a)(3). Here, Plaintiffs' and Settlement Class Members' claims all stem from the same event—the cybercriminal's exploitation of a vulnerability in the Oracle EBS software—and the cybersecurity protocols that Dartmouth had in place to protect Plaintiffs' and Settlement Class Members' data. Thus, Plaintiffs' claims are typical of the Settlement Class Members' and the typicality requirement is satisfied.

4. Plaintiffs and Their Counsel will Provide Fair and Adequate Representation for the Settlement Class.

The Class Representatives must be able to provide fair and adequate representation for the class. To satisfy the adequacy of representation requirement, Plaintiffs must establish that: (1) there is no antagonism or conflict of interest between the Class Representative and other class members; and (2) counsel and the Class Representative are competent, willing, and able to protect the interests of absent class members. *See Feder v. Elec. Data. Sys. Corp.*, 429 F.3d 125, 130 (5th Cir. 2005). Here, Plaintiffs' interests are aligned with those of the Settlement Class in that they and the Settlement Class seek relief for injuries arising out of the same Data Incident. Plaintiffs and Settlement Class Members all contend that their data was allegedly compromised in the same manner. In addition, under the terms of the Settlement, Plaintiffs and Settlement Class Members will all be eligible for the same reimbursement of documented out-of-pocket losses, the same pro rata cash payment, and the same credit monitoring.

Further, proposed Class Counsel have decades of combined experience as vigorous class action litigators—in particular, in data breach incident litigation—and are well suited to advocate on behalf of the class. *See* Joint Counsel Declaration, Exhibits 1-4 (firm resumes). They have put their collective experience to use in negotiating an early-stage settlement that guarantees immediate, significant relief to Settlement Class Members. Thus, the requirements of Rule 23(a) are satisfied.

5. Certification is Appropriate Because Common Issues Predominate Over Individualized Ones, and Class Treatment is Superior.

Rule 23(b)(3) provides that class certification is proper when “questions of law or fact common to class members predominate over any questions affecting only individual members, and ... a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). This inquiry is two-fold.

First, “[i]n order to ‘predominate,’ common issues must constitute a significant part of the individual cases.” *Jenkins v. Raymark Industries, Inc.*, 782 F.2d 468, 472 (5th Cir. 1986). In this case, key predominating questions are whether Dartmouth had a duty to exercise reasonable care in safeguarding, securing, and protecting the personal information of Plaintiffs and the Settlement Class, and whether there may have been any breach of that duty. The common questions that arise from the Data Incident predominate over any individualized issues.²

Second, the resolution of thousands of claims in one action is far superior to litigation via individual lawsuits. Class certification—and class resolution—guarantee an increase in judicial efficiency and conservation of resources over the alternative of individually litigating thousands of data breach cases arising out of the *same* Data Incident. Because the common questions of fact and law that arise from the Data Incident predominate over any individualized issues, and a class action is the superior vehicle by which to resolve these issues, and the requirements of Rule 23(b)(3) are met.

B. The Settlement Terms Are Fair, Reasonable, and Adequate.

On preliminary approval, the Court must determine that it will “likely” be able to grant final approval of the Settlement under Rule 23(e)(2). *See* Fed. R. Civ. P. 23(e)(2). Under Rule 23(e)(2), in

² Other courts have recognized that the types of common issues arising from data breaches predominate over any individualized issues *See In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312–15 (N.D. Cal. 2018); *Hapka v. CareCentrix, Inc.*, Case No. 2:16-cv-02372-KGG, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018).

order to give a settlement final approval, the court must consider whether the proposed settlement is “fair, reasonable, and adequate after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class members equitably relative to each other.” *Id.* 23(e)(2)(A)-(D). In determining whether the relief provided is adequate, courts must consider: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” *Id.* 23(e)(2)(C)(i)-(iv).

Before the 2018 revisions to Rule 23(e), the Fifth Circuit had developed its own factors—known as the *Reed* factors—for determining whether a settlement was fair, adequate, and reasonable. *See Stott v. Cap. Fin. Servs. Inc.*, 277 F.R.D. 316, 343 (N.D. Tex. 2005) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983)). Because the Rule 23 and *Reed* factors overlap, Fifth Circuit courts often combine them in analyzing class settlements.³

Because the public interest strongly favors the voluntary settlement of class actions, there is a strong presumption in favor of finding the settlement fair, reasonable, and adequate. *See Hays*, No. 17-88-JWD-RLB, 2019 WL 427331, at *9. A proposed settlement “will be preliminarily approved unless there are obvious defects in the notice or other technical flaws, or the settlement is outside the range of reasonableness or appears to be the product of collusion, rather than arms-length negotiation.” 2 *McLaughlin on Class Actions*, § 6:7 (15th ed. 2018). Here, because the Settlement Agreement is fair, reasonable, and adequate under both the Rule 23 criteria and the Fifth Circuit’s *Reed* factors, this Court should grant preliminary approval and direct notice to issue to the class.

³ *See ODonnell*, 2019 WL 4224040 at *8.

1. Class Representatives and Class Counsel have Adequately Represented the Class (Fed. R. Civ. P. 23(e)(2)(A)).

To satisfy the adequacy requirement, Plaintiffs must establish that: (1) there is no antagonism or conflict of interest between the Class Representative and other members of the Settlement Class; and (2) Class Counsel and the Class Representatives are competent, willing, and able to protect the interests of absent class members. *See Feder*, 429 F.3d at 130. Here, Plaintiffs claim that the Class Representatives' Private Information, like the Private Information of all Settlement Class Members, has been impacted by the *same* Data Incident, and thus Plaintiffs have the same interests as the Settlement Class. Moreover, the Class Representatives have ably represented the Settlement Class, maintaining contact with Class Counsel, reviewing and approving pleadings, assisting in the investigation of the case, reviewing the Settlement documents, and answering counsel's questions.

Proposed Class Counsel has also vigorously pursued the interests of the Settlement Class in securing a Settlement that brings immediate, considerable relief to the Settlement Class while avoiding the risks, costs, and delay of continued litigation. In doing so, they leaned on their extensive experience in data breach litigation, their detailed investigation of this matter, and informal discovery exchanged during the course of negotiations.

2. The Settlement is the Product of Good-Faith Arms' Length Negotiations and is Absent of Any Collusion (Fed. R. Civ. P. 23(e)(2)(B)).

"The Court may ... presume that no fraud or collusion occurred between opposing counsel in the absence of any evidence to the contrary." *Welsh v. Navy Fed. Credit Union*, No. 16-CV-1062-DAE, 2018 WL 7283639, at *12 (W.D. Tex. Aug. 20, 2018). Here, there is no evidence of fraud or collusion that could possibly be presented. The negotiations here occurred at arm's length by experienced litigation counsel, with the assistance of an experienced third-party mediator, and are presumed to be fair, reasonable, and adequate. *See Lucas v. Kmart Corp.*, 234 F.R.D. 688, 693 (D. Colo. 2006). After hard-fought negotiations, the Parties reached an agreement on the principal terms of the Settlement.

The Parties continued to negotiate the details of the Settlement Agreement and its exhibits over the next several weeks. The negotiations were adversarial, but professional. The negotiations furthered the Settlement Class's interests, given the substantial relief achieved on behalf of the Settlement Class. The Settlement Agreement, Notices, Claim Form, and other exhibits were finalized in June 2026.

Moreover, the proposed Settlement does not favor any class member or group of class members, which also weighs against any evidence of fraud or collusion and in favor of approval. *See Vaughn v. Am., Honda Motor Co.*, 627 F. Supp. 2d 738, 748 (E.D. Tex. 2007).

3. The Settlement Agreement Provides Substantial Relief to the Settlement Class, in Light of the Uncertainty of Prevailing on the Merits, the Effectiveness of the Proposed Distribution of Relief, and the Attorneys' Fees Sought (Fed. R. Civ. P. 23(e)(2)(C)).

The Settlement guarantees Settlement Class Members real, meaningful relief. The Settlement provides for a generous \$750,000 non-reversionary common fund, from which Settlement Class Members can claim (1) a *pro rata* cash payment, (2) reimbursement of up to \$5,000.00 for documented out-of-pocket losses, and (3) up to two years of one-bureau credit monitoring. These Settlement terms are consistent with, and in some instances exceed, agreement terms approved by Courts in similar data breach cases. Data breach settlements are often evaluated on a "per person" recovery basis, and the approximate per person recovery here of \$7.58 (\$750,000.00 divided by 99,000 Settlement Class Members) meets or exceeds many other finally approved data breach settlements. *See* Joint Counsel Decl. ¶ 16.

a. The uncertainty of prevailing on the merits.

While Plaintiffs believe they have solid claims and will prevail, success is not guaranteed, especially where serious questions of law and fact exist, which is common in data breach litigation. This field of litigation is evolving; there is no guarantee of the ultimate result. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases ... are particularly risky, expensive, and complex."). While Plaintiffs strongly

believe in the merits of their case, they also understand that Dartmouth will assert a number of potentially case-dispositive defenses. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that Plaintiffs will have to meet—and one that has been denied in other cybersecurity incident cases. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JFA, 2024 WL 2155221, at *1 (D.S.C. May 14, 2024). Moreover, damages methodologies in data breach cases, while sound in Plaintiffs’ view, remains untested in a class certification setting and unproven in front of a jury. Establishing causation on a class-wide basis in a data security incident case is rife with uncertainty. *See, e.g., Southern Independent Bank v. Fred’s, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (holding under *Daubert* motion that causation was not met for class certification purposes in data security breach case). The ability to maintain class certification through trial is also another hurdle Plaintiffs will have to meet. It is obvious that Plaintiffs’ success at trial is far from certain. Through this Settlement, Settlement Class Members gain significant benefits without the risk of receiving no relief at all.

b. *The effectiveness of the proposed distribution of relief, including the method of processing class-member claims.*

“Under this factor, the court, ‘scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims’ and ‘should be altered to whether the claims process is unduly demanding.’” *Montgomery v. Continental Intermodal Group-Trucking LLC*, Case No. 2:19-cv-940 GJF, 2021 WL 1339305, at *4 (D. N.M. Apr. 9, 2021) (quoting Fed. R. Civ. P. 23 Advisory Committee Notes). Here, the method of processing Claims is “simple, straightforward, and nonburdensome.” *In re Samsung Top-load Washing Machine Mkt’g, Sales Practs. & Prods. Liab. Litig.*, MDL Case No. 17-ml-2792-D, 2020 WL 261671, at *16 (W.D. Okl. May 22, 2020) (slip op.). Settlement Class Members may either

submit a Claim Form online or submit a paper Claim Form. In addition, all Settlement Class Members will receive individualized Notices and have the opportunity to opt out of or object to the Settlement. *See Caddick v. Tasty Baking Co.*, Case No. 2:19-cv-02106-JDW, 2021 WL 1274607, at *6 (E.D. Pa. Apr. 12, 2021) (slip op.). Moreover, the distribution relief method is effective. The Settlement Administrator will pay Valid Claims by check or electronic method within thirty (30) days after the Effective Date. SA ¶ 99; *see Chavez Rodriguez v. Hermes Landscaping, Inc.*, No. 17-2142-JWB-KGG, 2020 WL 3288059, at *3 (D. Kan. June 18, 2020) (checks distributed by hand and/or by mail met Rule 23 requirement).

c. The attorneys' fees sought.

Class Counsel intends to seek an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund (*i.e.* \$250,000), plus reasonable out-of-pocket litigation expenses. Attorneys' fees requests of one-third or more are regularly granted by courts within the Fifth Circuit. *See, e.g., In re Shell Oil Refinery*, 155 F.R.D. 552 (E.D. La. 1993) (awarding fees of one-third of a \$170 million common fund class action settlement); *see also Jenkins v. Trustmark Nat. Bank*, 300 F.R.D. 291, 307 (S.D. Miss. March 25, 2014) (approving fees of 33.33% of a \$4 million common fund class action settlement) (collecting additional cases).

4. The proposed Settlement treats Settlement Class Members equitably. (Fed. R. Civ. P. 23(e)(2)(D)).

Here, the proposed Settlement does not improperly discriminate between any segments of the Settlement Class. All Settlement Class Members are eligible to make a claim for the same amount of Documented Out-of-Pocket Losses, as well as the same *pro rata* cash payment. All Settlement Class Members may claim the two years of Credit Monitoring offered. While Plaintiffs will each be seeking a \$3,000 service awards, this award is less than what any given Settlement Class Member can claim in expense reimbursements *alone* (not taking into account the credit monitoring) and is justified by the benefits brought to the Settlement Class by the efforts of Plaintiffs.

Thus, the Settlement is fair, reasonable, and adequate under the Rule 23(e)(2) factors.

5. The “Reed” Factors Considered by Fifth Circuit Courts also Weigh in Favor of Preliminary Approval.

The factors considered by Fifth Circuit courts prior to the amendment of Rule 23, and still considered by those courts today, also weigh in favor of preliminary approval.

First, there is no evidence of fraud or collusion between the Parties. In fact, the Settlement was only reached after arm’s length, good faith negotiations and a formal mediation between the Parties and their highly competent counsel.

Second, continued litigation is likely to be complex, lengthy, and expensive. Although Plaintiffs are confident in the merits of their claims, the risks discussed above cannot be disregarded. Aside from the potential that either side will lose at trial, Plaintiffs anticipate incurring substantial additional costs in pursuing this Action further. Should litigation continue, Plaintiffs would likely need to defeat a motion to dismiss, counter a later motion for summary judgment, and both gain and maintain certification of the class. The level of additional costs would significantly increase as Plaintiffs began their preparations for the certification argument and, if successful, a near inevitable interlocutory appeal attempt. If Plaintiffs survive these rounds of briefing and possible interlocutory appeals, a trial will ensue, with likely appeals to follow.

Third, the Settlement was reached only after extensive investigation by the Parties and an informal exchange of information such that Class Counsel could fully understand the strengths and weaknesses of Plaintiffs’ claims and Dartmouth’s defenses. Where Parties possess ample information with which to evaluate the merits of competing positions, a lack of formal discovery will not prevent preliminary approval of a settlement. *See Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir.2004); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 2007).

Fourth, continued litigation presents substantial risks. As set forth above, while Plaintiffs are confident in the merits of their claims, they face significant risk in continued litigation due to the

constantly evolving nature of data breach litigation. Indeed, Plaintiffs' path to recovery through litigation is full of risks, *e.g.*, pleadings stage, class certification stage, proving causation and liability, maintaining class certification through trial, each, by itself, could impede the successful prosecution of this matter through trial and eventual appeals, potentially resulting in zero recovery.

Fifth, the Settlement provides for recovery that equals or surpasses that of similar Settlements approved by Courts across the country. *See* Joint Counsel Decl. ¶ 16.

Sixth, while this factor is most appropriately examined after the Settlement Class has been issued Notice and had a chance to respond, Plaintiffs have no reason to believe there will be any antagonism to the Settlement. Proposed Class Counsel, with their depth of experience in litigating data breach class actions, maintain that the Settlement provides significant relief to Settlement Class Members, and Plaintiffs strongly believe that it is favorable for the Settlement Class and is fair, reasonable, adequate, and worthy of preliminary approval.

Thus, the additional *Reed* factors also weigh in favor of preliminary approval.

C. The Proposed Settlement Administrator Will Provide Adequate Notice.

Rule 23(e)(1) requires the Court to “direct reasonable notice to all class members who would be bound by” a proposed Settlement. Fed. R. Civ. P. 23(e). The parties must provide “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Rule 23(c)(2)(B). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

The Notice provided for by the Settlement is designed to meet all the criteria set forth by Due Process clauses of the United States and Texas Constitutions, Federal Rule of Civil Procedure 23, and the *Manual for Complex Litigation*. *See* SA Exhibits 1 (Email Notice), 2 (Postcard Notice) and 3 (Long

Form Notice). The Settlement provides for direct and individual Email or Postcard Notice to be sent via first class mail to each Settlement Class Member. Important documents – including the Long Form Notice and the Settlement Agreement – will be available to Settlement Class Members on the Settlement Website, along with all relevant filings. Epiq will also make a toll-free telephone number and case specific email available for settlement-related inquiries.

The Notices are clear and straightforward. Their design is consistent with the Federal Judicial Center’s “illustrative” forms of model plain notice language. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested Service Awards for the Class Representatives and amount that proposed Class Counsel intends to seek in fees and expenses; explain procedures for making Claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery, and; describe the date, time, and place of the Final Approval Hearing. S.A. Exhibits 1, 2, and 3.

The proposed direct Email and Postcard Notice is the gold standard and is consistent with other notice programs approved in the Fifth Circuit. *See Stott v. Capital Fin. Servs.*, 277 F.R.D. 316, 342 (N.D. Tex. 2011) (approving notice sent to class members by first class mail); *Billitri v. Securities Am., Inc.*, Nos. 3:09-cv-01568-F, 3:10-cv-01833-F, 2011 WL 3586217, at *9 (N.D. Tex. Aug. 4, 2011) (same). The Notice is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement.

D. Appointment of the Settlement Administrator.

In connection with the Notice Program and administration of the Settlement, the Parties request that the Court appoint Epiq to serve as the Settlement Administrator. Epiq has a proven track record of supporting class action administrations, with vast legal administration experience.

E. Appointment of Class Representatives.

Plaintiffs should be provisionally appointed Class Representatives. They have represented the Settlement Class with no conflict of interest or antagonism between themselves and other members of the class. They allege that their Private Information, like the Private Information of the Settlement Class Members, has been impacted in the same Data Incident, and, as a result, Plaintiffs have the same interests as the Settlement Class Members. Moreover, Plaintiffs have capably represented the class—assisting in the investigation of the case, reviewing and approving pleadings, maintaining contact with Class Counsel, and answering Class Counsel’s questions.

F. Appointment of Settlement Class Counsel.

Plaintiffs request appointment of W. Mark Lanier of The Lanier Law Firm, Gary M. Klinger of Milberg, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Joe Kendall of Kendall Law Group, PLLC as Class Counsel. This Court previously appointed Mr. Lanier, Mr. Klinger, and Mr. Ostrow as Interim Co-Lead Class Counsel, and Mr. Kendall as Interim Liaison Counsel to act on behalf of the Plaintiffs and the class members in the Consolidated Action. *See* Dkt. No. 25. Proposed Class Counsel has extensive experience in litigating data breach class actions. *See* Joint Counsel Decl. ¶ 29.

IV. CONCLUSION

Plaintiffs have negotiated a fair, reasonable, and adequate Settlement that guarantees Settlement Class Members significant relief in the form of Cash Payments and Credit Monitoring. The Settlement is well within the range of possible approval. Accordingly, Plaintiffs respectfully request this Court certify the Settlement Class for settlement purposes, direct Notice be issued to the Settlement Class, and grant their Motion for Preliminary Approval of Class Action Settlement.

Date: June 23, 2026

Respectfully Submitted,

/s/ Jeff Ostrow

Jeff Ostrow (pro hac vice)

KOPELOWITZ OSTROW P.A.

One West Las Olas Blvd., Suite 500

Fort Lauderdale, Florida 33301

Tel: 954-332-4200

ostrow@kolawyers.com

Mark Lanier

Texas Bar No. 11934600

THE LANIER LAW FIRM, PLLC

10940 W. Sam Houston Pkwy N., Ste.

100 Houston, Texas 77064

Tel: (713) 659-5200

mark.lanier@lanierlawfirm.com

Gary Klinger (pro hac vice)

MILBERG PLLC

227 W. Monroe Street. Ste. 2100 Chicago,

Illinois 60606

Tel: (858) 209-6941

gklinger@milberg.com

Interim Co-Lead Class Counsel

Joe Kendall

Texas Bar No. 11260700

KENDALL LAW GROUP, PLLC 3811

Turtle Creek Blvd., Suite 825 Dallas,

Texas 75219

Tel: (214) 744-3000

jkendall@kendalllawgroup.com

Interim Liaison Counsel

CERTIFICATE OF CONFERENCE PURSUANT TO W.D. Tex. R. CV-7(g)

I, Jeff Ostrow, Interim Co-Lead Class Counsel and Counsel for Plaintiffs, hereby aver pursuant to W.D. Tex. R. CV-7(g), that I have conferred with the Defendant about the relief sought in this motion, and Defendant agreed not to oppose the relief sought.

/s/ Jeff Ostrow
Jeff Ostrow

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on all counsel of record on June 23, 2026 via CM/ECF, in accordance with the Federal Rules of Civil Procedure.

/s/ Jeff Ostrow
Jeff Ostrow

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

IN RE ORACLE CORPORATION DATA
BREACH LITIGATION

Case No. 1:25-cv-01805-ADA-SH

Consolidated Class Action

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiffs Matthew B. Ross and Lisa Mabey, individually, and on behalf of the Settlement Class, and Defendant Trustees of Dartmouth College, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the claims against Dartmouth only in this Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Founded in 1769, Dartmouth is a private, Ivy League research university in Hanover, New Hampshire. Dartmouth educates the most promising students and prepares them for a lifetime of learning and of responsible leadership through a faculty dedicated to teaching and the creation of knowledge.

2. Like thousands of institutions and entities around the world, Dartmouth uses Oracle EBS to manage certain administrative operations like human resources and financial transactions. As has been reported in the press, on or before August 9, 2025, the cybercriminal syndicate CL0P exploited a vulnerability in the Oracle EBS software and accessed Private Information—including Dartmouth data and the data of many Oracle EBS subscribers—from Oracle EBS environments.

3. Upon discovering the Data Incident on October 1, 2025, Dartmouth promptly secured its Oracle EBS software, commenced an investigation, and notified law enforcement.

4. After investigating to identify those individuals whose personal information was involved in the Data Incident, Dartmouth began mailing notification letters to them on November 24, 2025.

5. On December 11, 2025, a putative class action was filed by Plaintiff Ross and others against Dartmouth and Defendants Oracle Corporation, CSC Global Enterprises, LLC and Mastec, Inc. in the United States District Court for the Western District of Texas styled *Daly, et al. v. Oracle Corp.*, Case No. 1:25-cv-02039-ADA-SH (W.D. Tex.).

6. The *Daly* action was consolidated with other Oracle-related actions in the Western District of Texas on January 5, 2026, under the new style *In re Oracle Corporation Data Breach Litigation*.

7. On March 6, 2026, a consolidated class action complaint was filed naming Matthew Ross and Lisa Mabey as plaintiffs with claims against Dartmouth on behalf of a putative class.

8. The Parties agreed to mediate Plaintiffs' claims against Dartmouth with Bruce A. Friedman, a well-respected JAMS mediator.

9. In advance of mediation, Dartmouth produced informal discovery requests related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident to better protect its computer systems from future incidents. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

10. On April 3, 2026, the mediation took place both in person in Florida and via Zoom. After a full day of arms-length negotiations, the Parties agreed to the material terms of this Settlement which resolves all claims against Dartmouth on a classwide basis.

11. The Parties now agree to settle the Action against Dartmouth entirely, without any admission by Dartmouth of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

12. Dartmouth has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation.

13. Dartmouth does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

14. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint against Dartmouth, and to avoid the risk, delay, and uncertainty of continued litigation against this defendant. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Dartmouth, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

15. “**Action**” means the above-captioned action, *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.).

16. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement, including all exhibits, between Plaintiffs and Dartmouth.

17. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking attorneys’ fees, costs, and Service Awards.

18. “**CAFA Notice**” means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

19. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a timely Valid Claim for either Cash Payment A – Documented Losses or Cash Payment B – Pro Rata Cash.

20. “**Cash Payment A – Documented Losses**” means the cash compensation of up to \$5,000.00 that Settlement Class Members with documented losses may elect under the Settlement.

21. “**Cash Payment B – Pro Rata Cash**” means the pro rata cash payment available to Settlement Class Members who submit a Valid Claim for such payment.

22. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified as necessary, subject to the Parties’ approval.

23. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Benefits.

24. “**Claimant**” means an individual who submits a Claim Form.

25. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine the validity of all Claims.

26. “**Class Counsel**” means W. Mark Lanier of the The Lanier Law Firm, Gary M. Klinger of Milberg, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Joe Kendall of Kendall Law Group, PLLC.

27. “**Class List**” means the list of Settlement Class Members provided by Dartmouth to the Settlement Administrator for the purpose of effectuating Notice. Dartmouth shall prepare and provide the Class List to the Settlement Administrator using information in Dartmouth’s records. To the extent available, the Class List shall include the Settlement Class Members’ names, and last known addresses.

28. “**Class Representatives**” means the Plaintiffs the Court approves to serve as representatives on behalf of the Settlement Class.

29. “**Complaint**” means the Consolidated Complaint filed on March 6, 2026.

30. “**Court**” means the United States District Court for the Western District of Texas, and the Judge(s) assigned to the Action.

31. “**Data Incident**” means the cybersecurity incident involving Oracle EBS of which Dartmouth sent notice in or around November 2025 in which a criminal third party gained

unauthorized access to an Oracle EBS application used by Defendant and may have accessed individuals' Private Information.

32. “**Defendant**” or “**Dartmouth**” means Trustees of Dartmouth College, a defendant in the Action.

33. “**Defendant’s Counsel**” or “**Dartmouth’s Counsel**” means Michelle R. Gomez and Eric R. Fish of Baker & Hostetler LLP.

34. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

35. “**Email Notice**” means email form of Notice of the Settlement, in the form attached hereto as ***Exhibit 1***, that may be distributed to Settlement Class Members for whom email addresses are maintained by Defendant or for whom email addresses are identified by the Settlement Administrator.

36. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

37. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as ***Exhibit 6***.

38. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting the application for Final Approval of the Settlement and the

Application for Attorneys' Fees, Costs, and Service Awards. The hearing may be held via video conference or by telephone, and if so, instructions will be posted on the Settlement Website.

39. **"Final Approval Order"** means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of approved attorneys' fees, costs, and Service Awards.

40. **"Long Form Notice"** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

41. **"Credit Monitoring"** means the two years of one bureau credit monitoring product that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

42. **"Motion for Final Approval"** means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

43. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

44. **"Net Settlement Fund"** means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys' fees, costs, and Service Awards.

45. **"Notice"** means the Email Notice, Postcard Notice, and Long Form Notice made available on the Settlement Website, and information available via a toll-free telephone number that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

46. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, and Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

47. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

48. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

49. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

50. “**Oracle EBS**” means Oracle E-Business Suite which is a comprehensive suite of integrated applications designed to help organization run their key business operations.

51. “**Party**” means each of the Plaintiffs and Dartmouth, and “**Parties**” means Plaintiffs and Dartmouth collectively.

52. “**Plaintiffs**” means Matthew B. Ross and Lisa Mabey.

53. “**Private Information**” means the personally identifiable information which consists of some combination of the following: names, dates of birth, Social Security numbers, and/or financial account information.

54. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

55. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

56. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

57. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

58. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, common law, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident. Excluded from the Released Claims are any claims against Oracle Corporation and the other defendants named in the Action that were impacted in the Data Incident.

59. “**Released Parties**” means Dartmouth and its past, present, and future direct and indirect trustees, directors, officers, consultants, affiliated entities or corporations, subsidiaries, divisions, franchisees, partners, joint venturers, agents, shareholders, investors, creditors, insurers, reinsurers, attorneys, employees, representatives, successors, licensees, customers, assigns, and any other person acting on Dartmouth’s behalf, in their capacity as such. Excluded from the Released Parties are Oracle Corporation and any other defendant presently named in the Action or that may be added as a defendant in the future other than Dartmouth.

60. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

61. “**Service Awards**” means the monetary compensation the Court may approve for the Plaintiffs for serving as Class Representatives.

62. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, Inc., the third-party notice and claims administrator jointly selected by the Parties.

63. “**Settlement Administration Costs**” means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

64. “**Settlement Class**” means all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge; and (5) Settlement Class Members who validly and timely excludes themselves from the Settlement.

65. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

66. “**Settlement Class Member Benefits**” means the Cash Payment and/or Credit Monitoring benefits described herein.

67. “**Settlement Fund**” means the non-reversionary common fund in the total amount of seven hundred \$750,000.00 that Dartmouth is obligated to fund or cause to be funded pursuant to this Agreement, as set forth in Section III herein.

68. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

69. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

70. Within five days after Preliminary Approval, the Settlement Administrator shall provide Dartmouth an invoice for the initial Notice costs. Within 21 days, and, upon the receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Dartmouth will pay or cause to be paid the invoiced amount to the Settlement Administrator. In addition, within 30 days after the Effective Date, Dartmouth will pay or cause to be paid the remainder of the Settlement Fund, less the amounts already paid to the Settlement Administrator.

71. In the event the Settlement is voided, terminated, or canceled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of initial Notice costs shall be returned to Dartmouth. Dartmouth shall have no obligation to pay any amounts beyond funding the Settlement Fund in the amount of \$750,000.00. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to Dartmouth.

72. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, and Service Awards approved by the Court.

73. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income

earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Dartmouth, Dartmouth's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Dartmouth, Dartmouth's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Dartmouth, Dartmouth's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

74. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Dartmouth agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Dartmouth shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

75. Settlement Class Members may submit Claims, on a wholly claims-made basis, for (a) Cash Payment A – Documented Losses (for documented, unreimbursed costs or expenditures fairly traceable to the Incident and resulting from fraud and/or identity theft, up to \$5,000.00 per Settlement Class Member); (b) Cash Payment B – Pro Rata Cash; and (c) Credit Monitoring. Any interest on or other income or gains earned while the Settlement Fund is held in escrow shall be

used to fund relief to Settlement Class Members. To the extent that valid claims do not exhaust the Settlement Fund, all Valid Claims will be adjusted upward on a pro rata basis. If claims exhaust the Settlement Fund, valid claims will be adjusted downward on a pro rata basis.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Dartmouth or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as a Cash Payment B – Pro Rata Cash claim, if a timely claim for Cash Payment B was submitted.

b. Cash Payment B – Pro Rata Cash

Settlement Class Members may also submit a claim for Cash Payment B – Pro Rata Cash, which is a pro rata cash payment out of the Settlement Fund following payment of Settlement Administration Costs, Valid Claims for Cash Payment A and Credit Monitoring, Attorneys’ Fees and Costs, and Service Awards. The estimated amount of the payment is \$75.00. This amount may be increased or decreased based on the total dollar amount of all Valid Claims received.

c. Credit Monitoring

In addition to Cash Payment A and Cash Payment B, Settlement Class Members may also make a Claim for two years of one bureau of credit monitoring services.

VI. Settlement Approval

76. Plaintiffs’ Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Epiq as the Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Mark Lanier, Gary Klinger of Milberg, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A. and Joe Kendall of Kendall Law Group, PLLC as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Dartmouth’s Counsel.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

79. The Settlement Administrator's duties include the following:

a. Serving CAFA Notice upon the appropriate state and federal officials providing notice of the proposed Settlement as set forth in paragraph 18.

b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice, if necessary, and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

c. Establishing and maintaining the Settlement Fund and the Escrow Account;

d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

f. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

g. Responding to any mailed Settlement Class Member inquiries;

h. Processing all opt-out requests from the Settlement Class;

i. Providing weekly reports to Class Counsel and Dartmouth's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, including the value of all Claims for Cash Payment A, the number of Claims for Cash Payment B, and the number of Settlement Class Members who elected Credit Monitoring, and providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

l. Ensuring the issuance of the Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;

m. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

o. Any other Settlement administration function at the instruction of Class Counsel and Dartmouth, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

80. Dartmouth will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

81. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using Email Notice, and/or Postcard Notice, and the Long Form Notice approved by the Court.

82. After receipt of the Class List, the Settlement Administrator shall conduct a reverse lookup to locate email addresses for as many Settlement Class Members as possible. Email Notice will then be sent to those Settlement Class Members for which an email address was identified. Those Settlement Class Members for which an email address is not identified, or for which the Email Notice bounces-back, will be sent a Postcard Notice.

83. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (c) how to submit a Claim Form for a Cash Payment and Credit Monitoring; (d) the Claim Form Deadline; (e) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (f) the Objection Deadline

which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (g) the Final Approval Hearing date; and (h) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. Members of the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: (1) be personally signed by the Settlement Class Member; (2) contain the requestor's name, address, telephone number, and email address (if any); (3) contain the case name and number: *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.); and (4) include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

85. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Dartmouth's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. Objections submitted by mail must be postmarked on the envelope no later than the Objection Deadline. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

86. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. the case name and number: *In re Oracle Corporation Data Breach Litigation* (Dartmouth) Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.);
 - c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - e. any objector or objector's counsel who uses artificial intelligence to assist in researching or drafting the objection must disclose its use and what platform(s) was used;
 - f. the number of times the objector has objected to a class action settlement

within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards;

h. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

i. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

l. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Dartmouth's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

87. The Notice Program must be completed no later than 45 days before the initial

scheduled Final Approval Hearing.

88. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Date. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

IX. Claim Process and Disbursement of Cash Payments and Credit Monitoring

89. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

90. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

91. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

92. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class

Member in an effort to determine which Claim Form is the appropriate one for consideration.

93. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

94. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the

Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Dartmouth and Class Counsel otherwise agree.

95. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

96. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Dartmouth's Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

97. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Dartmouth's Counsel. Additionally, Class Counsel and Dartmouth's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

98. No person or entity shall have any claim against Dartmouth, Dartmouth's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

99. No later than 30 days after the Effective Date or completion of the Settlement Administrator's validity review, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

100. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will elect the method of electronic payment when submitting their Claim Form. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information

provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

101. In the event there are funds remaining in the Settlement Fund following issuance of Cash Payment of all Valid Claims, the funds shall be treated as residual funds as described in Section XII.

102. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for the Credit Monitoring with information on how to enroll in the selected credit monitoring product, including any enrollment codes or instructions, as applicable.

X. Final Approval Order and Final Judgment

103. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards, provided the objectors submitted timely objections that meet all requirements listed in this Agreement.

104. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Dartmouth and the Released Parties from the Released Claims, as specified in Section XIII below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Dartmouth, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees, Costs, and Service Awards

105. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 35 days of the Effective Date. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

106. ***Service Awards*** – Plaintiffs may move the Court for Service Awards not to exceed \$3,000.00 per Class Representative to be paid from the Settlement Fund. Dartmouth agrees not to oppose Plaintiffs' request for Service Awards to the extent they do not exceed this agreed-upon

amount. If the Court awards less than Plaintiffs' request in Service Awards or attorneys' fees and costs, the difference will remain in the Settlement Fund to be used for the benefit of the Settlement Class Members. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 35 days of the Effective Date.

107. Attorneys' fees, costs, and Service Awards were not negotiated by the Parties until all other material terms of the Settlement had been determined. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XII. Disposition of Residual Funds

Any residual funds remaining in the Settlement Fund 120 days after the issuance of payments to Settlement Class Members shall be used to purchase an additional term of Credit Monitoring for all those Settlement Class Members who submitted Valid Claims for Credit Monitoring.

XIII. Releases

108. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or

unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Data Incident that the Releasing Parties may have or had.

109. For the avoidance of doubt, the Released Claims and Releases set forth in this Agreement shall apply only to Dartmouth and the Released Parties and shall not apply to, or affect, Plaintiffs' rights against any other defendants in the Action.

110. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 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 Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

111. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

112. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

113. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

114. This Agreement shall be subject to and is expressly conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

115. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which

the Parties do not consent, then this Agreement shall be cancelled and terminated.

116. No later than five days after the date that the Settlement Administrator delivers a list of timely opt-outs, Dartmouth shall have the sole discretion to void this Agreement if more than 125 Settlement Class Members opt out or exclude themselves from the Settlement Class.

117. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

118. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Dartmouth as described hereinabove. However, Dartmouth shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

119. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Dartmouth's, and Dartmouth's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

120. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

121. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Dartmouth maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint. Dartmouth denies all liability and all allegations of wrongdoing of any kind. Dartmouth specifically denies that a class could or should be certified in the Action for litigation purposes. Dartmouth has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

122. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

123. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

124. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

125. In addition to any other defenses Dartmouth or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

126. ***Discovery.*** Plaintiffs agree that they will not seek any discovery from Dartmouth in the Action or any related lawsuits arising from the 2025 Oracle EBS incident, except in limited circumstances when such information is required by Court order and/or cannot be obtained from another source. In any such circumstance, Plaintiffs will seek to obtain such information informally before serving formal process. Dartmouth retains its rights to seek indemnification from any other party.

127. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Dartmouth's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Dartmouth may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement.

128. **Gender and Plurals.** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

129. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

130. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

131. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

132. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

133. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

134. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas, without regard to the principles thereof regarding choice of law.

135. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

136. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all

Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

137. **Notices.** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Gary M. Klinger
Milberg PLLC
227 West Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

W. Mark Lanier
The Lanier Law Firm, PLLC
10940 W. Sam Houston Pkwy N., Suite 100
Houston, TX 77064
mark.lanier@lanierlawfirm.com

Joe Kendall
Kendall Law Group, PLLC
3811 Turtle Creek Blvd., Suite 825
Dallas, TX 75219
jkendall@kendalllawgroup.com

If to Dartmouth or Dartmouth's Counsel:

Michelle R. Gomez
Baker & Hostetler LLP
811 Main Street, Suite 1100
Houston, TX 77002
mgomez@bakerlaw.com

Eric R. Fish
Baker & Hostetler LLP

45 Rockefeller Plaza
New York, NY 10111-0100
efish@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

138. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Dartmouth's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

139. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

140. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all terms and provisions of this Agreement.

141. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Dartmouth shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

142. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

143. ***No Tax Advice.*** The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

144. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

CLASS COUNSEL (On Behalf of the Plaintiffs)


Jeffrey Ostrow (Jun 22, 2026 15:09:31 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.


Gary Klinger (Jun 22, 2026 14:02:34 CDT)

GARY M. KLINGER
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**


Mark Lanier (Jun 23, 2026 10:58:25 CDT)

W. MARK LANIER
THE LANIER LAW FIRM, PLLC


Joe Kendall (Jun 23, 2026 11:29:46 EDT)

JOE KENDALL
KENDALL LAW GROUP, PLLC

TRUSTEES OF DARTMOUTH COLLEGE'S COUNSEL (On Behalf of Dartmouth)

/s/Michelle R. Gomez
/s/Michelle R. Gomez (Jun 22, 2026 15:53:49 CDT)

MICHELLE R. GOMEZ
BAKER & HOSTETLER LLP

Exhibit 1

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: IN RE ORACLE DATA BREACH LITIGATION NOTICE OF DARTMOUTH SETTLEMENT

Unique ID: <<UNIQUE ID>>

PIN: <<PIN>>

United States District Court for the Western District of Texas
In re Oracle Corporation Data Breach Litigation
Trustees of Dartmouth College

If you were sent notice of a Data Incident involving Dartmouth in November 2025, you may be entitled to Benefits as a Settlement Class Member.

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

You can file your Claim Form [here](#).

A \$750,000 Settlement has been reached in a class action lawsuit against Trustees of Dartmouth College (“Dartmouth”) regarding a cybersecurity incident involving Oracle EBS of which Dartmouth sent notice in November 2025 in which a criminal third party gained unauthorized access to an Oracle EBS application used by Dartmouth and may have accessed individuals’ Private Information (“Data Incident”). Private Information means personally identifiable information consisting of some combination of the following: names, dates of birth, Social Security numbers, and/or financial account information. Dartmouth denies any wrongdoing.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

What Does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

- **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for out-of-pocket losses related to the Data Incident for up to \$5,000 per Settlement Class Member;
- **Cash Payment B – Pro Rata Cash:** Without providing documentation, you may also submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of \$75; **AND**
- **Credit Monitoring:** In addition to Cash Payment A and Cash Payment B, you may also submit a Claim Form to receive two years of one bureau Credit Monitoring.

Your payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

Other Options.

- If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Dartmouth and the Released Parties about the legal claims in this lawsuit.
- If you do not opt-out, you may object to the Settlement and/or Application for Attorneys' Fees and Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object.
- If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders.

The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Service Awards, Class Counsel's attorneys' fees of up to one-third of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

Exhibit 2

In re Oracle Corporation Data Breach Litigation
Re: Dartmouth Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX



FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. xxxx

Court-Approved Legal Notice

If you were sent notice of a Data Incident involving Dartmouth, in November 2025, you may be entitled to Benefits as a Settlement Class Member.

A Court has authorized this notice. This is not a solicitation from a lawyer.

www.XXXXX.com
XXX-XXX-XXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>



A \$750,000 Settlement has been reached in a class action lawsuit against Trustees of Dartmouth College (“Dartmouth”) regarding a cybersecurity incident involving Oracle EBS of which Dartmouth sent notice in November 2025 in which a criminal third party gained unauthorized access to an Oracle EBS application used by Dartmouth and may have accessed individuals’ Private Information (“Data Incident”). Private Information means personally identifiable information consisting of some combination of the following: names, dates of birth, Social Security numbers, and/or financial account information. Dartmouth denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for out-of-pocket losses related to the Data Incident for up to \$5,000 per Settlement Class Member;

Cash Payment B – Pro Rata Cash: Without providing documentation, you may also submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of \$75; **AND**

Credit Monitoring: In addition to Cash Payment A and Cash Payment B, you may also submit a Claim Form to receive two years of one bureau Credit Monitoring.

Your apyment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Dartmouth and the Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys’ Fees and Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders.

The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees up to one-third of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more about the Settlement at www.XXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

<<UNIQUEID>>

<<PIN>>

CLAIM FORM

Claims must be postmarked or submitted online by Month Day, 20YY.

*Address:

[illegible]

*City:

[illegible]

*State:

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*ZIP Code:

--	--	--	--	--

*Email Address:

[illegible]

Cash Payment A – Documented Losses: You may submit a Claim Form with reasonable documentation for losses related to the Data Incident to receive up to \$5,000 per Settlement Class Member. To file a Claim Form for a Documented Losses payment, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and file by mail.

Cash Payment B – Pro Rata Cash: You may also submit a Claim Form, without providing documentation, to receive a pro rata (a legal term meaning equal share) Cash Payment in the estimated amount of \$75.

9

By checking this box, I affirm I want to receive the Pro Rata Cash Payment.

Credit Monitoring: In addition to Cash Payment A and Cash Payment B, you may also submit a Claim Form to receive two years of one bureau Credit Monitoring.

9

By checking this box, I affirm I want to receive two years of one bureau Credit Monitoring.

Your payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Payment Election: Please select one of the electronic payment options to receive your payment at your email address instead of by mail.

☐ PayPal ☐ Venmo ☐ Zelle

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

In re Oracle Corporation Data Breach Litigation
Re: Dartmouth Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

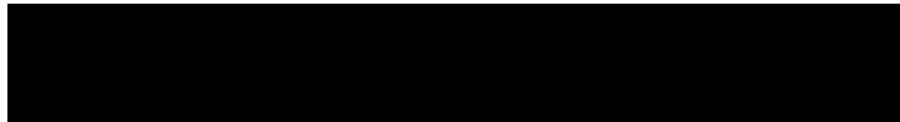


Exhibit 3

If you were sent notice of a Data Incident involving Dartmouth in November 2025, you may be entitled to Benefits as a Settlement Class Member.

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

- A \$750,000 Settlement has been reached in a class action lawsuit against Trustees of Dartmouth College (“Dartmouth”) regarding a cybersecurity incident involving Oracle EBS of which Dartmouth sent notice in November 2025 in which a criminal third party gained unauthorized access to an Oracle EBS application used by Dartmouth and may have accessed individuals’ Private Information (“Data Incident”). Private Information means personally identifiable information consisting of some combination of the following: names, dates of birth, Social Security numbers, and/or financial account information.
- Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or ability to participate in any future settlement with any non-settling defendant.
- The Settlement Class includes: all living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member;

Cash Payment B – Pro Rata Cash: You may also submit a Claim Form, without providing documentation, to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of \$75; **AND**

Credit Monitoring: In addition to Cash Payment A and Cash Payment B, you may also submit a Claim Form to receive two years of one bureau Credit Monitoring.

Your payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Settlement Class Member Benefits. Give up your right to file your own lawsuit.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Alan D. Albright of the United States District Court for the Western District of Texas is overseeing this class action. The lawsuit is known as *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805-ADA-SH (the “lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” or “Class Representatives,” and the companies sued are called the “Defendants.” Dartmouth is one of a number of Defendants in this lawsuit who used Oracle’s EBS application.

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Dartmouth on behalf of themselves and all others similarly situated regarding a cybersecurity incident involving Oracle EBS of which Dartmouth sent notice in November 2025. This incident resulted from the presence of a “zero-day,” or unknown, vulnerability, in the OracleEBS software that allowed an unauthorized actor to access certain Private Information from many of Oracle’s EBS customers’ environments, including Dartmouth’s (“Data Incident”). Private Information means personally identifiable information consisting of some combination of the following: names, dates of birth, Social Security numbers, and/or financial account information.

Dartmouth denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Dartmouth, or that any law has been violated. Instead, the Plaintiffs and Dartmouth have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Dartmouth do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Dartmouth. Instead, the Plaintiffs and Dartmouth have agreed to settle the lawsuit. The Class Representatives, Dartmouth, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?**5. How do I know if I am included in the Settlement?**

You are included in the Settlement Class if you are a living individual residing in the United States who was sent notice by Dartmouth that your Private Information may have been impacted in the Data Incident.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (2) governmental entities; (3) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge; and (5) Settlement Class members who validly and timely excludes themselves from the Settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS**8. What does this Settlement provide?**

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for out-of-pocket losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from you do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Dartmouth or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is rejected by the Settlement Administrator, and you fail to cure your Claim Form, your Claim Form will be processed for a Cash Payment B – Pro Rata Cash claim, if you submitted a timely and Valid Claim for Cash Payment B.

Cash Payment B – Pro Rata Cash

You may also submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of \$75.

Your payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must first distribute the funds in the Settlement Fund for the payment of Settlement Administration Costs, Valid Claims for Cash Payment A and Credit Monitoring, Attorneys' Fees and Costs, and Service Awards.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Credit Monitoring

In addition to Cash Payment A and Cash Payment B, you may also submit a Claim Form to receive two years of Credit Monitoring. The Credit Monitoring product includes credit monitoring with one credit reporting agency, with additional dark web monitoring. The product also provides for \$1,000,000 of identity theft insurance, \$1,000,000 in unauthorized electronic funds transfer reimbursement, and offers real time monitoring and victim and security freeze assistance.

9. What am I giving up to receive Settlement Class Member Benefits or to stay in the Settlement?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with any non-settling defendant.

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY at 11:59 p.m. ET**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

In re Oracle Corporation Data Breach Litigation
 Re: Trustees of Dartmouth University
 Settlement Administrator
 PO Box XXXX
 Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

In re Oracle Corporation Data Breach Litigation
Re: Trustees of Dartmouth College
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

The Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) The case name and number - *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805;
- 2) Your name, address, telephone number, and email address (if any);
- 3) Your personal physical signature;
- 4) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In re Oracle Corporation Data Breach Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

In re Oracle Corporation Data Breach Litigation
Re: Trustees of Dartmouth College
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with any non-settling defendant.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with any non-settling defendant.

16. If I do not opt-out, can I sue Dartmouth for the same thing later?

No. Unless you opt-out, you give up any right to sue Dartmouth and Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against Dartmouth and Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Your decision to remain in the Settlement Class or to exclude yourself will not affect your rights or your ability to participate in any future settlement with any non-settling defendant.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys’ Fees and Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Dartmouth’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) The case name and number - *In re Oracle Corporation Data Breach Litigation* (Dartmouth Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.);
- 3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice you received;
- 4) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your lawyer;
- 5) If you or your lawyer use artificial intelligence to assist in researching or drafting the objection

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

you must disclose its use and what platform(s) was used;

- 6) The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 7) The identity of all lawyers who represent you, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, and Costs and Service Awards;
- 8) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 9) The identity of all lawyers (if any) representing you as the objector, and whether they will appear at the Final Approval Hearing;
- 10) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- 11) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Dartmouth's Counsel may conduct limited discovery on any objector or objector's lawyer, including the taking of depositions and requiring the production of documents.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Dartmouth's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DARTMOUTH'S COUNSEL	SETTLEMENT ADMINISTRATOR
U.S. District Clerk's Office 262 West Nueva St Room 1-400 San Antonio, TX 78207	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Gary M. Klinger Milberg PLLC 227 West Monroe St, Suite 2100 Chicago, IL 60606 W. Mark Lanier The Lanier Law Firm, PLLC 10940 W. Sam Houston Pkwy N. Suite 100 Houston, TX 77064 Joe Kendall Kendall Law Group, PLLC 3811 Turtle Creek Blvd. Suite 825 Dallas, TX 75219	Michelle R. Gomez Baker & Hostetler LLP 811 Main St Suite 1100 Houston, TX 77002	<i>In re Oracle Corporation Data Breach Litigation</i> Re: Trustees of Dartmouth College Settlement Administrator PO Box XXXX Portland, OR 97XXX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

1. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

2. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Millberg PLLC, W. Mark Lanier of The Lanier Law Firm, PLLC, and Joe Kendall of Kendall Law Group, PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

3. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel may also ask the Court to approve Service Awards for the Class Representatives up to \$3,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, and Costs and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Alan D. Albright at the U.S. District Clerk's Office, 501 West Fifth Street, Room XX, Austin, Texas 78701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

5. Do I have to attend the Final Approval Hearing?

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

6. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

7. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

In re Oracle Corporation Data Breach Litigation
Re: Trustees of Dartmouth College
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Exhibit 4

Page 1

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

Contact Information

1. NAME (REQUIRED):

[illegible]**2. MAILING ADDRESS (REQUIRED):**[illegible][illegible]

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3. PHONE NUMBER:

4. EMAIL ADDRESS:

[illegible]

5. UNIQUE ID:

[illegible]

6. PIN:

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Credit Monitoring Services

In addition to Cash Payment A and Cash Payment B, you may submit a Claim Form to receive two years of one bureau Credit Monitoring. The product includes credit monitoring with one credit reporting agency, with additional dark web monitoring. The product also provides for \$1,000,000 of identity theft insurance, \$1,000,000 in unauthorized electronic funds transfer reimbursement, and offers real time monitoring and victim and security freeze assistance.

Please select the checkbox if you want to enroll in Credit Monitoring services for which you are eligible.

☐ **Credit Monitoring:** I want to receive two years of one bureau Credit Monitoring services at the email address entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address listed above after the Settlement is final.

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for out-of-pocket losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from you do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Dartmouth or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be processed as if you selected the Cash Payment B - Pro Rata Cash claim, if you submitted a timely and valid Claim for for Cash Payment B. To look up more details about how the Cash Payments work, visit **www.XXXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. Please also review the Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
Professional fees incurred that are related to the Data Incident, such as falsified tax returns and account fraud. <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.</i>	\$. Date: - - MM DD YYYY	
Other losses or costs that are related to the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased.</i>	\$. Date: - - MM DD YYYY	
Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to the Data Incident. <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled.</i>	\$. Date: - - MM DD YYYY	

Questions? Go to **www.XXXXXXXXXX.com** or call **1-XXX-XXX-XXXX**

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Cash Payment B – Pro Rata Cash

You may also submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) Cash Payment in the estimated amount of \$75.

Your payment may be subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims.

Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments will be subject to a *pro rata* decrease.

☐ **By checking this box, I affirm I want to receive the Pro Rata Cash Payment.**

Payment Election

Please select one of the electronic payment options below and provide the email address **or** phone number associated with your account if you would like to receive an electronic payment instead of by mail:

Digital Payment Account

	☐ PayPal ☐ Venmo ☐ Zelle
<i>Provide the email OR phone number, NOT both, associated with your selected digital payment account.</i>	
Email Address:	
Phone Number:	

Signature

I attest under penalty of perjury and under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

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Signature

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Print Name

Date:

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MM DD YYYY

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Exhibit 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

IN RE ORACLE CORPORATION
DATA BREACH LITIGATION

Case No. 1:25-cv-01805-ADA-SH

Consolidated Class Action

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant, Trustees of Dartmouth College, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Dartmouth should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint Class Counsel; (4) preliminarily approve the Settlement; (5) appoint the Settlement Administrator; (6) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class Members; (7) approve the Claim Process and Claim Form; (8) order the Settlement's opt-out and objection procedures; (9) stay all deadlines in the Action as to Dartmouth pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Dartmouth and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the

¹ The capitalized terms herein have the same meanings as those defined in Section II of the Settlement Agreement.

Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge; and (e) Settlement Class Members who validly and timely excludes themselves from the Settlement.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$750,000.00 common cash Settlement Fund for the benefit of the Settlement Class that Dartmouth shall cause to be paid under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class

Representatives. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the class representatives and class counsel have adequately represented the Settlement Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as to Dartmouth as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class

action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class Members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

8. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (a) the work counsel have done in identifying or investigating potential claims in the action, (b) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (c) counsel's knowledge of applicable law, and (d) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class

Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, W. Mark Lanier of the The Lanier Law Firm, and Joe Kendall of the Kendall Law Group, LLP.

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Settlement meets the considerations set forth in Rule 23(e)(2).

10. **Settlement Administrator:** Class Counsel are authorized to use Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form

Notice, respectively, before they are emailed, mailed, or published.

12. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval of the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Dartmouth's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be submitted to the Settlement Administrator and be postmarked no later than 30 days before the initial scheduled Final Approval Hearing. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) contain the requestor's name, address, telephone number, and email address (if any); (c) contain the case name and number: *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.); and (d) include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or

multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

15. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For an objection to be considered by the Court, the objection must also set forth:

a. The objector's full name, mailing address, telephone number, and email address;

b. the case name and number: *In re Oracle Corporation Data Breach Litigation (Dartmouth)*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.);

c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. any objector or objector's counsel who uses artificial intelligence to assist in researching or drafting the objection must disclose its use and what platform(s) was used;

f. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards;

h. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case

in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

i. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

l. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Dartmouth's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

18. Any Settlement Class Member who does not strictly comply with the provisions herein shall waive their right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof. Settlement Class Members who submit both an objection and an exclusion request will be deemed to have opted-out of the Settlement.

19. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$3,000.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing

when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

20. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

21. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Dartmouth, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

22. **Stay:** All pretrial proceedings in this Action are stayed as to Dartmouth and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

23. Upon the entry of this order, with the exception of Class Counsel's, Dartmouth's Counsel's, Dartmouth's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Dartmouth and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

24. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

25. **Final Approval Hearing:** The Court will hold a Final Approval Hearing: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

26. **Schedule:** The Court hereby sets the following schedule of events:

Notice Program Begins	30 days after Preliminary Approval Order
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing
Objection Deadline	30 days before initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____ am/pm (to be scheduled at least 120 days after Preliminary

	Approval)
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SO ORDERED this _____ day of _____, 2026.

HON. ALAN ALBRIGHT
UNITED STATES DISTRICT JUDGE

Exhibit 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

IN RE ORACLE CORPORATION
DATA BREACH LITIGATION

Case No. 1:25-cv-01805-ADA-SH

Consolidated Class Action

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, on _____, 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. [ECF No. ____];

WHEREAS, on _____, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2)-(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date. [ECF No. ____].

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Email Notice and/or Postcard Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, a notice of Settlement was timely mailed to governmental entities as provided for under 28 U.S.C. § 1715;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to

determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this order have the same meanings as those set forth in Section II of the Agreement.

2. The Court has jurisdiction over the Action and to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 1332(d) and 1367.

Class Certification and Final Approval of the Settlement

3. Defendant has fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

4. The terms of the Agreement are fair, adequate, and reasonable. In so finding, the Court has considered the Rule 23(e)(2) factors and the Fifth Circuit's traditional factors from *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983), keeping in mind the strong presumption in favor of finding the Settlement fair. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir.1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement.").

5. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The

Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

6. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit A***. Those individuals will not be bound by the Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. Plaintiffs, Dartmouth, and all Settlement Class Members are bound by the Settlement as set forth in the Agreement and this Order.

12. The appointment of Plaintiffs as Class Representatives is affirmed.

13. The appointment of Class Counsel is affirmed.

14. The appointment of the Settlement Administrator is affirmed.

15. The Court affirms its findings that the Settlement Class meets the relevant requirements of Rule 23(a) and (b)(3) for only the purposes of the Settlement in that (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only __ opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

16. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such

charge; and (5) Settlement Class Members who validly and timely excludes themselves from the Settlement.

17. Judgment shall be entered dismissing the Action as to Dartmouth with prejudice, on the merits.

18. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Allegations or the Data Incident.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action as to Dartmouth shall return to its status immediately prior to execution of the Agreement.

21. With the exception of those listed on ***Exhibit A***, all Settlement Class Members shall be bound by this Final Approval Order.

22. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

23. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Dartmouth of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Dartmouth or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

24. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action as to Dartmouth, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

25. Residual funds in the Settlement Agreement shall be used to pay for an additional term of Credit Monitoring for those Settlement Class Members who submitted Valid Claims for Credit Monitoring.

Application for Attorneys' Fees, Costs, and Service Awards

26. Class Counsel is awarded \$_____ for attorneys' fees and \$_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's attorneys' fees request using the percentage of the fund

method blended with the following 12 factors from *Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974), and concludes that amount is fair and within the range of reason:

(1) The time and labor required; (2) The novelty and difficulty of the questions; (3) The skill requisite to perform the legal service properly; (4) The preclusion of other employment by the attorney due to acceptance of the case; (5) The customary fee [for similar work in the community]; (6) Whether the fee is fixed or contingent; (7) Time limitations imposed by the client or the circumstances; (8) The amount involved and the results obtained; (9) The experience, reputation, and ability of the attorneys; (10) The “undesirability” of the case; (11) The nature and length of the professional relationship with the client; and (12) Awards in similar cases.

Johnson, 488 F.2d at 717–19. The Court need not consider each factor in making its determination. *See La. Power & Light Co. v. Kellstrom*, 50 F.3d 319, 331 (5th Cir. 1995). Each of the *Johnson* factors will vary, depending on the case, and rather than imposing a rigid application, the Fifth Circuit entrusts lower courts to apply those factors in view of the case’s particular circumstances. *Brantley v. Surles*, 804 F.2d 321, 325-26 (5th Cir. 1986). On the whole, the Court finds the *Johnson* factors are satisfied and the amount of attorneys’ fees and costs requested is fair and reasonable.

27. The Class Representatives shall be awarded Service Awards in the amount of \$_____ each. Courts in this circuit commonly recognized and approved incentive awards for class representatives for their assistance during the litigation. *See, e.g., Seidner v. Kimberly Clark Corp., et al.*, No. 3:21-cv-00867-L (N.D. Tex. July 22, 2025), Dkt. No. 128 at 1; *Armstrong v. Kimberly-Clark Corp.*, No. 3:20-CV-3150-M, 2024 U.S. Dist. LEXIS 45038, at *19 (N.D. Tex. Mar. 14, 2024); *Purdie v. Ace Cash Express, Inc.*, No. CIV.A. 301CV1754L, 2003 WL 22976611, at *7 (N.D. Tex. Dec. 11, 2003). The Class Representatives actively participated in the Action’s litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement Class. The Court therefore approves the Service Awards to the Class Representatives. The Service Awards shall be

payable out of the Settlement Fund in accordance with the Agreement.

Conclusion

For the reasons stated herein, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment as to Dartmouth forthwith pursuant to Federal Rule of Civil Procedure 58.

SO ORDERED on _____, 2025.

HON. ALAN ALBRIGHT
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE ORACLE CORPORATION DATA
BREACH LITIGATION

Case No. 1:25-cv-01805-ADA-SH
Consolidated Class Action

This Document Relates to Defendant Trustees
of Dartmouth College d/b/a Dartmouth
College only

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AS TO DARTMOUTH COLLEGE**

We, Gary Klinger, Jeff Ostrow, Mark Lanier, and Joe Kendall, declare under penalty of perjury as follows:

1. We and our law firms are proposed Class Counsel for Plaintiffs and the Settlement Class in the above-referenced Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed contemporaneously herewith.

2. Plaintiffs Matthew B. Ross and Lisa Mabey, individually, and on behalf of the Settlement Class, have reached an agreement between Plaintiffs and Defendant Trustees of Dartmouth College to settle the action, as to the claims against Dartmouth College, on a class-wide basis.

3. The Settlement Agreement is attached to the Motion as **Exhibit A**¹, along with the accompanying exhibits, including the Email Notice, Postcard Notice, Long Form Notice, Claim Form, Proposed Preliminary Approval Order, and Proposed Final Approval Order, attached to the Settlement Agreement as Exhibits 1 through 6.

¹ Capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

4. As has been reported in the press, on or before August 9, 2025, the cybercriminal syndicate CL0P exploited a vulnerability in the Oracle EBS software and accessed Private Information—including Dartmouth data and the data of many Oracle EBS subscribers—from Oracle EBS environments.

5. After investigating to identify those individuals whose personal information was involved in the Data Incident, Dartmouth began mailing notification letters to them on November 24, 2025.

6. On December 11, 2025, a putative class action was filed by Plaintiff Ross and others against Dartmouth and Defendants Oracle Corporation, CSC Global Enterprises, LLC and Mastec, Inc. in the United States District Court for the Western District of Texas styled *Daly, et al. v. Oracle Corp.*, Case No. 1:25-cv-02039-ADA-SH (W.D. Tex.).

7. The Daly action was consolidated with other Oracle-related actions in the Western District of Texas on January 5, 2026, under the new style *In re Oracle Corporation Data Breach Litigation*.

8. On March 6, 2026, a consolidated class action complaint was filed naming Matthew Ross and Lisa Mabey as plaintiffs with claims against Dartmouth on behalf of a putative class.

9. The Parties agreed to mediate Plaintiffs' claims against Dartmouth with Bruce A. Friedman, a well-respected JAMS mediator.

10. In advance of mediation, Dartmouth produced informal discovery information related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

11. On April 3, 2026, the mediation took place both in person in Florida and via Zoom. After a full day of arms-length negotiations, the Parties agreed to the material terms of a settlement that resolves all claims against Dartmouth on a classwide basis.

12. The proposed Settlement was agreed to following adversarial arm's-length negotiations, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks of litigation, and with the active involvement of the Parties. After the Settlement was reached, the Parties worked diligently to: (i) finalize the Settlement documentation, including the Settlement Agreement and accompanying exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval with this declaration in support, and; (ii) solicit bids and mutually agree on a Settlement Administrator.

13. The terms of the Settlement reached are memorialized in the Settlement Agreement, which was negotiated at arm's-length, in good faith, and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in the litigation, and with the active involvement of the Parties.

14. On April 10, 2026, the Parties advised the Court of this proposed settlement and sought a stay as to Dartmouth only. Dkt. No. 110. The Court granted the request for a stay until June 9, 2026. The Parties subsequently requested an additional two weeks to submit Plaintiffs' motion for preliminary approval (*i.e.* no later than June 23, 2026), which the Court allowed.

15. The Settlement Agreement provides for a non-reversionary common fund of \$750,000.00, from which Class Members can claim: (1) a *pro rata* cash payment currently estimated to be \$75.00; (2) reimbursement of up to \$5,000.00 for Documented Out-of-Pocket Losses, and (3) up to two years of one-bureau credit monitoring.

16. Data breach settlements are often evaluated on a "per person" recovery basis, and the approximate recovery of \$7.58 per person here (\$750,000.00 divided by approximately 99,000

Settlement Class Members) is in line with many other finally approved data breach settlements, as shown below:

Case Name	Case Number	Settlement Amount	Class Size	Per Person
<i>In re: Planet Home Lending, LLC Data Breach</i>	No. 3:24-cv-127 (D. Conn.)	\$2,425,000	285,000	\$8.51
<i>In re Tenet Healthcare Corp.</i>	No. DC-22-07513 (Dallas Cnty., Tex.)	\$10,000,000	1,200,000	\$8.33
<i>In re MCG Health Data Sec. Issue Litig.</i>	No. 2:22-cv-849 (W.D. Wash.)	\$8,800,000	1,100,000	\$8.00
<i>Boykin v. Choice Health Insurance, LLC</i>	No. 4:22-cv-03940 (D.S.C.)	\$500,000	68,177	\$7.33

17. The Releases in this case are tailored to the claims that have been pleaded or could have been pleaded in this Action, arising out of the events and circumstances of the Data Incident. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims against Defendant and Released Parties related to the Data Incident and/or the data security practices in place at the time of the Data Incident.

18. The Notice Program contemplated by this Settlement meets all due process requirements. The Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested Service Awards for the Class Representatives as well as the amount that proposed Class Counsel intends to seek in fees and costs; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Approval Hearing; and prominently display the address and phone number of Class Counsel.

19. The Notice Program is designed to be the best practicable under the circumstances, appraises Settlement Class Members of the pendency of the Action, and gives them an opportunity to object or exclude themselves from the Settlement. Notice and administrative expenses are estimated to cost \$142,000.

20. The timing of the Claims Process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their Claim, and decide whether they would like to object. Settlement Class Members will have until 15 days before the initial scheduled Final Approval Hearing to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. The Claim Form, attached to the Settlement Agreement at Exhibit 4, is written in plain language to facilitate Settlement Class Members' ease in completing it.

21. Settlement Class Members will have up to and including 30 days before the initial scheduled Final Approval Hearing to opt-out of or object to the Settlement. Similar to the timing of the Claim Process, the timing with regard to objections and opt-outs is structured to give Settlement Class Members sufficient time to access and review the Settlement documents.

22. Class Counsel have adequately represented the Class by fully investigating the facts and legal claims; preparing the complaints; conducting informal discovery, and, negotiating and reaching a Settlement at arm's length, in good faith, and without collusion.

23. By the time the Settlement in principle was reached, Plaintiffs and Class Counsel fully understood the claims, defenses, and were well informed of the strengths and weaknesses of the case to competently assess the risks of continued litigation.

24. Plaintiffs and Class Counsel did not discuss the award of attorneys' fees, costs, or Service Awards with Defendant until after the substantive terms of the Settlement had been agreed upon.

25. The Settlement Agreement calls for a reasonable Service Award to be sought for Plaintiffs in the amount of \$3,000 per Plaintiff. SA ¶ 106. The Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, assisting in the investigation of the Action, remaining available for consultation throughout the negotiations, and answering Class Counsel's questions.

26. After agreeing to the terms of the Settlement on behalf of the Settlement Class, Class Counsel negotiated their fees in the amount of \$250,000 (one-third of the Settlement Fund), plus reimbursement of out-of-pocket case expenses, subject to Court approval and to be paid from the Settlement Fund. SA ¶ 105.

27. Class Counsel will submit an Application for Attorneys' Fees, Costs, and Service Awards in connection with filing of the Motion for Final Approval of Class Action Settlement, and 15 days prior to Settlement Class Members' deadline to exclude themselves from or object to the Settlement Agreement.

28. After the Settlement was reached, Class Counsel undertook the task of securing an excellent Settlement Administrator for the Settlement Class—Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Epiq is a well-known settlement administration firm with a history of successfully administering many class action settlements, including other data breach settlements. Class Counsel believes that Epiq will be able to meet the obligations imposed on the Settlement Administrator under the Settlement Agreement.

29. It is Class Counsel's opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation. This case will take years to litigate with briefing and arguing of dispositive motions; engaging in voluminous discovery; and months of continued settlement negotiations. This view is informed by Class Counsel's decades of work litigating complex actions, including data breach

class actions. Proposed Class Counsel has extensive experience in successfully litigating data breach class actions. *See* Exhibits 1, 2, 3 and 4 to this Joint Declaration (firm resumes for proposed Class Counsel). Counsel for Plaintiffs have decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the Settlement Class.

30. Proposed Class Counsel have vigorously pursued the interests of the Settlement Class in securing a Settlement that brings immediate benefits to Settlement Class Members while avoiding the risks of continued litigation. In doing so, they leaned on their extensive experience in data breach litigation, their detailed investigation of this particular matter, and informal discovery exchanged during the course of their negotiations.

31. The Plaintiffs have no conflicts with the Settlement Class Members and have demonstrated their adequacy by: (i) having a genuine personal interest in the outcome of the Action; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed throughout the Action; and (v) monitoring the Action. These Plaintiffs, like all Settlement Class Members, have been victims of the same Data Incident, and thus have common interests with the Settlement Class. Moreover, they have ably represented the Settlement Class, maintaining contact with Class Counsel, assisting in the investigation of the case, reviewing the material terms of the Settlement Agreement, remaining available for consultation throughout the settlement negotiations, and answering Class Counsel's questions.

32. Class Counsel represents that there are no agreements related to the Settlement other than those reflected in the Settlement Agreement itself and an agreement with Epiq to perform Notice and settlement administration services if this Motion is granted by the Court.

33. It is our opinion that the proposed Settlement is fair, reasonable, and adequate and is an outstanding result for the Settlement Class Members.

We declare under penalty of perjury that the foregoing is true and correct.

Dated: June 23, 2026

Respectfully submitted,

By: /s/ Gary M. Klinger
Gary M. Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

/s/ Jeff Ostrow
Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Tel: 954-332-4200
ostrow@kolawyers.com

/s/ W. Mark Lanier
W. Mark Lanier
Texas Bar No. 11934600
THE LANIER LAW FIRM, PLLC
10940 W. Sam Houston Pkwy N., Suite 100
Houston, TX 77064
Tel: (713) 659-5200
mark.lanier@lanierlawfirm.com

Interim Co-Lead Class Counsel

/s/ Joe Kendall
Joe Kendall
Texas Bar No. 11260700
KENDALL LAW GROUP, PLLC
3811 Turtle Creek Blvd., Suite 825
Dallas, Texas 75219
Tel: (214) 744-3000
jkendall@kendalllawgroup.com

Interim Liaison Counsel

EXHIBIT 1



Los Angeles - Houston - New York - Puerto Rico

62 Attorneys

Founded in 1990 by Mark Lanier, The Lanier Law Firm is committed to addressing client concerns with effective and often untraditional solutions. Now with more than 55 attorneys, the firm represents a broad array of clients from offices in Houston, New York and Los Angeles.

The diverse clients represented by the firm share one common trait: the need for serious and sound legal representation. Lanier Law Firm attorneys provide individual attention to clients and are regularly called on as “go to” resources for corporations and governmental entities when unique legal situations need immediate resolution.

The firm’s vast trial experience includes substantial verdicts in cases involving business interruption and other business insurance issues, business fraud, product liability, pharmaceutical litigation, personal injury, oil and gas litigation, and other business litigation.

The focus of the firm remains Mr. Lanier’s original vision to provide “the highest quality of legal care delivered in an honest, professional manner to enrich the lives or businesses of our clients.”



Leadership in Mass Torts

Whether serving in a leadership capacity for committees representing plaintiffs in high-profile multidistrict litigation, or as lead trial counsel for some of the most significant legal disputes in the past 20 years, Mark Lanier and the attorneys of The Lanier Law Firm have been at the forefront of history-making cases. This work has resulted in billions of dollars in compensation on behalf of the victims of dangerous pharmaceuticals and medical devices, and is shaping the roles and responsibilities of technology at the regulatory and individual level.

The Lanier Law Firm has been appointed to the following MDL and/or state coordinated proceedings:

In Re: AT&T Inc. Customer Data Security Breach Litigation, 3:24-cv-00757-E (N.D. Tex.);
In Re: Insulin Pricing Litig., 2:23-md-03080 (D.N.J.);
In Re: Bard Implanted Port Catheter Prods. Liab. Litig., 23-03081-PHX-DGC (Dist. AZ);
In Re: FTX Cryptocurrency Exchange Collapse Litig., 1:23-md-03076-KMM (S.D. Fla);
In Re: Social Media Adolescent Addiction, No. 5255 (Los Angeles. CA);
In Re: 3M Combat Arms Ear Plug Prods Liab. Litig., 3:19-md-2885 (N.D. Fla);
In Re: Gardasil Products Liability Litig., 3:22-md-03036 (W.D.N.C);
In Re: Acetaminophen - ASD-ADHD Prods Liab. Litig., 1:22-md-03043 (S.D.N.Y.);
In Re: Google Digital Advertising Antitrust Litig., 1:21-md-03010-PKC (S.D.N.Y.);
In Re: National Prescription Opiate Litig., 1:17-MD-2804 -02738 (N.D. OH);
In Re: Texas Opioid Litigation, Case No. 2018-63587 (Harris County, Texas);
In Re: Onglyza (Saxagliptin) and Kombiglyze (Saxagliptin and Metformin) Prods Liab. Litig., 5:18-md-02809, (E.D. Ky);
In Re: Johnson & Johnson Talcum Powder Prods, Mktg., Sales Practices & Prods. Liab. Litig., 3:16-md-02738 (D.N.J.);
In Re: DePuy Orthopedics, Inc., Pinnacle Hip Implant Prods. Liab. Litig., 3:11-md-2244 (N.D. Tex.);
In Re: Actos (Pioglitazone) Prods. Liab. Litig., 6:11-md-2299 (W.D. La.);
In Re: EpiPen (Epinephrine Injection, USP) Mktg., Sales Practices & Antitrust Litig., 17-md-2785 (D. Kan.);
In Re: DePuy Orthopaedics, Inc., ASR Hip Implant Prod. Liab. Litig., 1:10-md-2197 (N.D. Ohio);
In Re: Am. Med. Sys., Inc., Pelvic Repair Sys. Prods. Liab. Litig., MDL No. 2325 (S.D.W. Va.);
In Re: Boston Scientific Corp. Pelvic Repair Sys. Prods. Liab. Litig., MDL No. 2326 (S.D.W. Va.);
In Re: Ethicon, Inc., Pelvic Repair Sys. Prods., Liab. Litig., MDL No. 2327 (S.D.W. Va.);
In Re: C. R. Bard, Inc., Pelvic Repair Sys. Prod. Liab. Litig., MDL No. 2187 (S.D.W. Va.);
In Re: Zimmer NexGen Knee Implant Prods. Liab. Litig., MDL No. 2272 (N.D. Ill.);
In Re: Vioxx Mktg., Sales Practices & Prods. Liab. Litig., 2:05-md-1657 (E.D. La.);
In Re: Bextra and Celebrex Mktg., Sales Practices & Prods. Liab. Litig., M:05-cv-01699, (N.D. Cal.);
In Re: Testosterone Therapy Prods. Liab. Litig., 1:14-cv-1748 (N.D. Ill.);
In Re: Biomet M2a Magnum Hip Implant Prods. Liab. Litig., 3:12-md-2391 (N.D. Ind.);
In Re: Yasmin & Yaz (Drospirenone) Mktg., Sales Practices & Prods. Liab. Litig., MDL No. 2100 (S.D. Ill.);
In Re: Zyprexa Prods. Liab. Litig., 04-md-1596 (E.D.N.Y.);
In Re: Mirena IUD Prods. Liab. Litig., 13-md-2434 (S.D.N.Y.);
In Re: Lipitor (Atorvastatin Calcium) Prods. Liab. Litig., 14-mn-2502 (D.S.C.);
In Re: Avandia Mktg., Sales Practices & Prods. Liab. Litig., 07-md-01871 (E.D. Pa.);
In Re: Neurontin Mktg. & Sales Practices Litig., 04-cv-10981 (D. Mass.);
In Re: Levaquin Prods. Liab. Litig., 08-md-1943 (D. Minn.);
In Re: Propecia (Finasteride) Prods. Liab. Litig., 1:12-md-02331 (E.D.N.Y.);
In Re: Heparin Prods. Liab. Litig., 1:08-hc-60000 (N.D. Ohio);
In Re: Digitek Prods. Liab. Litig., MDL No. 1968 (S.D.W. Va.); and
In Re: Chantix (Varenicline) Prods. Liab. Litig., 2:2009-cv-02039 (N.D. Ala.).

Success in the Courtroom

Notable Verdicts & Settlements

For almost three decades, the attorneys of The Lanier Law Firm have defined success in high-profile trials and important settlements, accumulating almost **\$20 billion dollars in verdicts** during that time. In representing the victims of dangerous medical devices, pharmaceuticals or other products, the firm is perhaps unequaled in its ability to present persuasive and convincing evidence to a jury. With deep experience in navigating multidistrict litigation and class actions, The Lanier Law Firm is regularly called to lead in the critical development of the representative cases and to bring those complex claims to trial.

The firm's Dara Hegar played a key role with a committee of other top lawyers in securing a historic \$1.85 billion settlement with opioid manufacturers and distributors on behalf of the Texas Attorney General's office. The settlement marked a milestone in the state's ongoing opioid multidistrict litigation, established to seek compensation for the efforts of state and local governments to cope with the epidemic of opioid abuse, as well as fund education, intervention and treatment programs across the state.

Mark Lanier served as lead counsel in a multidistrict litigation trial that found retail giants CVS Health Corp., Walgreens Boots Alliance Inc and Walmart Inc. liable for their roles in failing to control the spread of deadly and addictive prescription opioids in two Ohio counties. Based on that finding, the federal judge hearing the case ordered a \$650.6 million judgment against the retailers, requiring them to immediately pay \$86.7 million into an abatement fund for the counties' use, with the remainder of the funds allocated over the next 15 years.





Alex Brown served as co-lead counsel in securing a favorable, confidential settlement with FOX Sports on behalf of an organization of owners and executives from the original United States Football League. The dispute involved the network's use of the brand identities of the original league -- including names, logos and other branding materials -- in launching a new USFL league on the network. The 1980s league was the most successful spring football leagues in history and launched numerous hall-of-fame careers and changed the game of football.

On the eve of what would have been the first federal trial related to damages caused by the opioid addiction epidemic, five pharmaceutical companies reached a **\$260 million settlement**. Mr. Lanier was lead trial counsel for the two Ohio counties named as plaintiffs in the case.

In state court in St. Louis, the firm achieved a record-setting **\$4.69 billion verdict** on behalf of 22 women and their families who alleged that decades of regular use of Johnson & Johnson's asbestos-laden talcum powder products caused the women's ovarian cancer. The verdict was the largest delivered in the U.S. in 2018, according to *The National Law Journal*. Johnson & Johnson took the verdict to the United States Supreme Court. On June 1, 2021, the Court rejected the J&J appeal in a brief written order, effectively ending the case and leaving in place a Missouri appellate court ruling against the company.

The first bellwether trial involving the claims of five plaintiffs in multidistrict litigation, resulting in a **\$1.05 billion verdict** against DePuy Orthopaedics Inc. and Johnson & Johnson.

A **\$528 million verdict** against DePuy Orthopaedics Inc. and Johnson & Johnson resulted from the second bellwether trial and involved the claims of five plaintiffs in multidistrict litigation in the Northern District of Texas.

A **\$247 million verdict** against DePuy Orthopaedics Inc., an affiliate of Johnson & Johnson, was based on allegations that the Pinnacle brand of metal-on-metal hip implants was defective and caused severe injuries. This third bellwether trial involved the claims of six plaintiffs in multidistrict litigation in the Northern District of Texas.

In litigation heard in the U.S. District Court for the Western District of Louisiana, the jury returned a **\$9 billion verdict** against Takeda Pharmaceutical Co. Ltd. and Eli Lilly & Co. The allegations were based on claims that the companies failed to warn patients of the risks of bladder cancer, heart failure and other side-effects associated with a diabetes drug.

A commercial truck driver won a **\$1 million settlement** from several Midland, Texas-based companies for extensive injuries he suffered because of the structural failure of the tractor-trailer he was driving. Documents revealed that the defendants failed to disclose a previous major accident to the rig and that the owners did nothing when the plaintiff raised concerns.

A group of Missouri gun owners in a class-action lawsuit against Remington Arms Co. and its corporate parent, DuPont, reached a **significant settlement** over a dangerous trigger defect in Remington Model 700 rifles. The rifles were found to have a defective trigger mechanism that could cause the rifles to fire without the trigger being pulled.

The family of a former University of Mississippi student athlete reached a **notable, wide-ranging settlement** in a wrongful-death lawsuit filed against the university and the NCAA. The lawsuit alleged that athletic department officials violated NCAA guidelines covering the intensity of practices, particularly for players with the sickle cell trait. As a result of the settlement, the NCAA agreed to update information and recommendations for member schools regarding athletes with the sickle cell trait.

Two women from Midland, Texas, reached a **\$2 million settlement** over injuries sustained in a devastating car crash. The women sustained serious and permanent injuries after being struck by a truck driven by an oilfield services worker. In addition to claims against the driver, the lawsuit alleged that the driver's employer was negligent in its hiring practices and failed to properly train and supervise its drivers.

An industrial manufacturer won a **\$1.45 million verdict** against a Waco, Texas-based insurance company after jurors found that the broker violated the Texas Deceptive Trade Practices Act and Texas Insurance Code by misrepresenting the validity of an insurance policy following a burglary of more than \$850,000 of components from the manufacturer's warehouse.

In San Antonio, The Lanier Law Firm secured a **\$54.2 million verdict** against Peoria, Illinois-based Caterpillar Inc. and San Antonio-based Holt Texas Ltd. after a jury found that defects and lax maintenance of construction equipment led to a North Texas worker being paralyzed at a job site.

An oilfield worker who sustained life-altering injuries when struck by a falling pipe on a job site received a **\$6.5 million verdict** after jurors found that negligence on the part of two West Texas drilling companies caused the man's injuries.

In the first trial involving the use of Vioxx, a painkiller and arthritis medicine manufactured by Merck & Co., a state court jury awarded **\$253 million** to the family of a Southeast Texas man. Evidence at trial supported allegations that the drug increased the risk of heart attack and stroke and that the manufacturer concealed those facts.

In what was the largest verdict of its kind at that time, a Texas jury awarded **\$115.6 million** to 21 steelworkers for an asbestos-related disease they contracted at an Alabama steel mill. The jury found that the Carborundum Co., which manufactured an asbestos-containing grinding wheel used to cut steel pipe, acted with gross negligence and malice in failing to warn workers of the associated health dangers.

After a four-week trial, a South Texas jury ordered Amoco Production Co. to pay **\$417 million** to Rubicon Petroleum Inc. for breach of contract and fraud. The jury found that Amoco had wrongly backed out of a 1990 contract to sell a Wyoming oilfield to Rubicon for \$18 million.

Serving as trial counsel for a pharmaceutical company in a case brought by multiple insurance companies looking to recover billions of dollars in alleged damages, The Lanier Law Firm reached a **confidential settlement** on the eve of trial.

The Lanier Law Firm negotiated a **precedent-setting settlement** during the second week of trial for a national trade group and several large U.S. manufacturers regarding a false-promotion and unfair-competition lawsuit.

Based on legal claims by 130 corporate employees over unpaid bonuses related to the sale of a company subsidiary, The Lanier Law Firm negotiated a highly satisfactory **confidential settlement**.

Our Founder

W. Mark Lanier

Over the past 35 years, **Mark Lanier** has earned international recognition as one of the top trial attorneys in the United States. His courtroom experience is renowned and diverse, with significant outcomes that include:



- An \$8 million verdict in 2024 from a jury that unanimously determined that exposure to asbestos from the BNSF Railyard was a contributing factor in the deaths of our clients who tragically succumbed to mesothelioma. This verdict represents the first successful community exposure case against BNSF Railway in relation to asbestos-related illnesses.
- A record-setting \$4.69 billion verdict on behalf of 22 women and their families who alleged that decades of daily use of Johnson & Johnson's asbestos-laden talcum powder products caused the women's ovarian cancer. This verdict was named *The National Law Journal's* Top Verdict of 2018.
- A collection of four verdicts in 2016-2017 ranging from \$247 million to \$1.1 billion against DePuy Orthopaedics Inc., a subsidiary of health care giant Johnson & Johnson, over Pinnacle metal-on-metal hip implants.
- A record-setting April 2014 verdict of more than \$9 billion against Takeda Pharmaceutical Co. Ltd. and Eli Lilly & Co. regarding the diabetes drug Actos.
- A \$473 million verdict for a small oil company in a business-fraud case against Amoco.
- A \$253 million verdict in the nation's first trial over the painkiller Vioxx.
- A \$118 million verdict on behalf of 21 asbestos victims — one of the largest asbestos liability awards in U.S. history.
- A \$1.8 billion reversal of judgment in a trial centered on corporate fraud.
- A \$650.6 million judgment in federal multidistrict litigation against retail giants CVS Health Corp., Walgreens Boots Alliance Inc and Walmart Inc. for their roles in failing to control the spread of deadly and addictive prescription opioids in two Ohio counties.

Mr. Lanier's courtroom work has resulted in feature articles in *The Wall Street Journal*, *The New York Times*, the *Los Angeles Times*, *The Boston Globe*, Bloomberg News and the *Houston Chronicle*, among many others. He also is a frequent guest on news shows such as CNBC's *Squawk Box*, Fox News' *Your World with Neil Cavuto* and Fox Business' highly-rated *Varney & Co.*

During his distinguished career, Mr. Lanier has earned the following admissions and certifications:

- State Bar of Texas
- U.S. District Court for the Southern District of Texas
- U.S. District Court for the Eastern District of Texas
- U.S. District Court for the Northern District of Texas
- U.S. District Court for the Western District of Texas
- U.S. District Court for the Southern District of Texas – Bankruptcy
- State Bar of New York
- U.S. District Court for the Eastern District of New York
- U.S. District Court for the Southern District of New York
- United States Supreme Court
- United States Court of Appeals – Fifth Circuit
- United States Court of Appeals – Seventh Circuit
- United States Court of Appeals – Eighth Circuit
- United States Court of Appeals – Ninth Circuit
- United States Court of Appeals – Tenth Circuit
- United States Court of Federal Claims
- U.S. District Court for the Eastern District of Arkansas
- U.S. District Court for the District of Colorado
- U.S. District Court for the Western District of Michigan
- U.S. District Court for the Northern District of Oklahoma
- Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization
- Board Certified in Complex Litigation by the National Board of Trial Advocates

EXHIBIT 2



FIRM RESUME

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100

Facsimile: 954.525.4300

Website: www.kolawyers.com

Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

**CLASS
ACTION
PLAINTIFF**

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

FINANCIAL
INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million

In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million

In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

In re Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.

In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

Locke v. American Customized Clothing, Inc. Litigation, No. 24-cv-01155 (N.D. Cal.) - \$17 million
McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz, et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

CONSUMER PROTECTION

MASS TORT



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. – 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.

KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court AdmissionsU.S. Court of Appeals for the Third, Fourth, Fifth, Ninth,
Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner

***Bar Admissions***

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

STEVEN SUKERT

Partner



Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 20018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate

***Bar Admissions***

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

COURTNEY MACCARONE

Partner

Bar Admissions

New York

New Jersey

Court Admissions

U.S. District Court, Southern District of New York

U.S. District Court, Eastern District of New York

U.S. District Court, District of New Jersey

U.S. District Court, District of Colorado

Education

Brooklyn Law School, J.D., *magna cum laude* – 2011

New York University, B.A., *magna cum laude* – 2008

Email: maccarone@kolawyers.com

Courtney Maccarone is a New York-based Partner of Kopelowitz Ostrow P.A. Ms. Maccarone became a class action attorney to advocate for individuals who might otherwise have no voice or recourse against powerful corporations, and she has devoted her entire legal career to representing consumers. Since graduating from law school in 2011, she has focused exclusively on prosecuting consumer class actions, advocating for consumer rights in state and federal courts across the country, with a particular focus on cases relating to data privacy, deceptive and unfair trade practices, and defective products.

Ms. Maccarone attended New York University where she received her Bachelor's degree, *magna cum laude*, in 2008. She received her law degree from Brooklyn Law School, *magna cum laude*, in 2011. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society.

Ms. Maccarone has been recognized as a Super Lawyer “Rising Star” for the New York Metro area each year since 2014.

Ms. Maccarone lives on Long Island with her husband, two children, and rambunctious golden retriever.

EXHIBIT 3



MILBERG.



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation

In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation

In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation

In re: Blackbaud Inc., Customer Data Breach Litigation

In re: Paragard IUD Products Liability Litigation

In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation

In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation

In re: Allergan Biocell Textured Breast Implant Products Liability Litigation

In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation

In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation

In re: Ortho Evra Products Liability Litigation

In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation

In re: Kugel Mesh Hernia Patch Products Liability Litigation

In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation

In re: Stand 'N Seal Products Liability Litigation

In re: Chantix (Varenicline) Products Liability Litigation

In re: Fosamax (alendronate Sodium) Products Liability Litigation

In re: Benicar (Olmesartan) Products Liability Litigation

In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation

In re: Risperdal and Invega Product Liability Cases

In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation

In re: Incretin-based Therapies Product Liability Litigation

In re: Reglan/Metoclopramide

In re: Levaquin Products Liability Litigation

In re: Zimmer Nexgen Knee Implant Products Liability Litigation

In re: Fresenius Granuflo/NaturaLyte Dialysate Products Liability Litigation

In re: Propecia (Finasteride) Products Liability Litigation

In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)

In re: Fluoroquinolone Product Liability Litigation

In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation

In re: Recalled Abbott Infant Formula Products Liability Litigation

Home Depot, U.S.A., Inc. v. Jackson

Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM





Gary M. Klinger is a Senior Partner at Milberg and Chair of its Cybersecurity and Data Privacy Practice Group. Mr. Klinger is recognized as one of the most respected data privacy attorneys in the United States, having been ranked by Chambers and Partners as Band 3 for Privacy & Data Security Litigation (2024)¹ and having been selected to Lawdragon's 500 Leading Litigators in America for his accomplishments in privacy litigation (2024).² He has extensive experience serving as leadership in numerous privacy class actions, including as lead or co-lead counsel in the largest data breaches in the country.³ Mr. Klinger and his firm have played an important role in developing the favorable case law that many plaintiffs rely on in the data privacy space.⁴

Mr. Klinger has settled on a classwide basis more than one hundred and fifty (150) class actions involving privacy violations, the majority of which are data breaches, in state and federal courts across the country as lead or co-lead counsel. To his knowledge, no other attorney in the country has settled and won court approval of more data breach class actions during this period. Some of Mr. Klinger's representative cases include the following:

- Parris, et al., v. Meta Platforms, Inc., Case No.2023LA000672 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger serves as lead counsel and obtained a settlement of \$64.5 million for 4 million consumers in a privacy class action);
- Boone v. Snap, Inc., Case No. 2022LA000708 (18th Cir. DuPage Cty., Ill.) (where Mr. Klinger served as lead counsel and obtained a settlement of \$35 million for 3 million consumers in a privacy class action);

¹ In 2024, only three plaintiffs' lawyers in the country received the distinction of being ranked by Chambers and Partners for Privacy & Data Security Litigation.

²See <https://chambers.com/lawyer/gary-klinger-usa-5:26875006;https://www.lawdragon.com/guides/2023-09-08-the-2024-lawdragon-500-leading-litigators-in-america>.

³ See, e.g., *Isiah v. LoanDepot, Inc.*, 8:24-cv-00136-DOC-JDE (C.D. Cal.) (where Mr. Klinger is co-lead counsel in a data breach involving more than 17 million consumers); *In re MoveIt Customer Data Security Breach Litigation*, 1:23-md-03083 (D. Mass.) (where Mr. Klinger was appointed to the leadership committee in multi-district litigation involving a data breach that impacted more than 95 million consumers).

⁴ See e.g., *Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023) (Milberg attorneys obtained a decision from the First Circuit reversing the dismissal with prejudice of a data breach case and finding Article III standing); *In re Arthur J. Gallagher Data Breach Litig.*, 631 F. Supp. 3d 573, 586 (N.D. Ill. 2022) (Milberg attorneys largely defeated a motion to dismiss in a data breach case involving 3 million consumers); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JMC, 2021 WL 2718439, at *1 (D.S.C. July 1, 2021) (Milberg attorneys defeated a standing challenge in a 10 million person data breach case).



- In re: East Palestine Train Derailment, No. 23-cv-00242 (N.D. Ohio) (where Mr. Klinger serves on the leadership team that obtained a settlement of \$600 million in a complex class action)
- Carrera Aguillo v. Kemper Corp., Case No. 1:21-cv-01883 (N.D. Ill. Oct. 27, 2021) (where Mr. Klinger obtained final approval of a class-wide settlement valued at \$17.6 million for a major class action involving more than six million consumers);
- Heath v. Insurance Technologies Corp., No. 21-cv-01444 (N.D. Tex.) (where Mr. Klinger obtained approval of a class-wide settlement for \$11 million);
- In Re: Procter & Gamble Aerosol Products Marketing and Sales Practices Litigation, 2:22-md-03025-MHW-CMV (N.D. Ohio) (where Mr. Klinger served lead counsel in multi-district litigation against Procter & Gamble and successfully reached a settlement valued over \$20 million).

Mr. Klinger has also successfully litigated class actions through contested class certification. In *Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. June 25, 2018), Mr. Klinger certified, over objection, a nationwide privacy class action involving more than one million class members. *Id.* At the time, it was the largest litigation class ever to be certified for violations of the Telephone Consumer Protection Act. In a nationwide class settlement hearing in the U.S. District Court for the Northern District of California, Judge Richard Seeborg personally commended Mr. Klinger for “quite a substantial recovery for class members.” Judge Seeborg further stated he could not recall any class action case where “the amounts going to each class member were as substantial” as that obtained by Mr. Klinger (and his co-counsel).

Mr. Klinger is admitted to practice in the State of Illinois and the following federal courts: The U.S. District Court of Colorado, The U.S. District Court of Central District of Illinois, The U.S. District Court of Northern District of Illinois, The U.S. District Court of Southern District of Illinois, The U.S. District Court of Southern District of Indiana, The U.S. District Court of Eastern District of Michigan, The U.S. District Court of District of Nebraska, The U.S. District Court of Eastern District of Texas, and The U.S. District Court of Eastern District of Wisconsin.

Mr. Klinger received his undergraduate degree and juris doctorate (*cum laude*) from the University of Illinois.

Mr. Klinger is also a Certified Information Privacy Professional (CIPP/US) and a member of the International Association of Privacy Professionals.

EXHIBIT 4



FIRM RESUME

Kendall Law Group was founded by former federal judge Joe Kendall. It is a boutique trial law firm exclusively representing plaintiffs. Led by Judge Kendall, the firm brings value-added assistance to their clients in complex class action, securities, and business litigation matters.

Since 2002, in class action cases, Joe Kendall has participated in obtaining over 1 billion dollars for clients. He has served as lead, co-lead, or local counsel in numerous merger & acquisition, derivative, securities fraud, consumer and other class action cases in both state and federal courts, including: *Gazda v. Ryan et al.*, Case No. 3:04-cv-02113-K (N.D. Tex.); *Sunset Management LLC v. American Realty Investors, Inc et al.*, Case No. 3:04-cv-02162-K (N.D. Tex.); *NECA-IBEW Pension Fund v. The Neiman Marcus Group Inc et al.*, Case No. 3:05-cv-00898-L (N.D. Tex.); *Alaska U.F.C.W Pension Trust v. Kleisner et al.*, Case No. 3:05-cv-01323-B (N.D. Tex.); *Hulllung v. Bolen et al*, Case No. 3:06-cv-01083-N (N.D. Tex.); *Patrick Wheeler v. Frozen Food Express Industries, Inc et al.*, Case No. 3:13-cv-02823-P (N.D. Tex.); *Linda K. Blankman v. Bradley et al.*, Case No. 3:15-cv-00339-L (N.D. Tex.); *Bazini et al v. Bradley et al.*, Case No. 3:15-cv-00389-L (N.D. Tex.); *Berlin v. Regency Energy Partners LP et al.*, Case No. 3:15-cv-00519-L (N.D. Tex.); *Budde et al v. Global Power Equipment Group Inc et al.*, Case No. 3:15-cv-01679-M (N.D. Tex.); *Benouis v. Match Group Inc et al.*, Case No. 3:19-cv-02356-S (N.D. Tex.); *Harrison v. XTO Energy Inc et al.*, Case No. 4:09-cv-00768-Y (N.D. Tex.); *Atayi v. AZZ, Inc. et al.*, Case No. 4:19-cv-00928-A (N.D. Tex.); *Erica P John Fund Inc et al. v. Halliburton Company et al*, Case No. 3:02-cv-01152-M (N.D. Tex.); *Schwartz, et al v. TXU Corp.*, Case No. 3:02-cv-02243-K (N.D. Tex.); *Rogers v. TXU Corp, et al.*, Case No. 3:02-cv-02586-K (N.D. Tex.); *Jorgensen, et al v. TXU Corp, et al.*, Case No. 3:02-cv-

02600-K (N.D. Tex.); *Taubenfeld v. Hotels.com, et al.*, Case No. 3:03-cv-00069-N (N.D. Tex.); *In re Michaels Stores, Inc. Securities Litigation*, Case No. 3:03-cv-00246-M (N.D. Tex.); *In re Carreker Corporation Securities Litigation*, Case No. 3:03-cv-00250-B (N.D. Tex.); *Sims v. Michaels Stores, Inc, et al.*, Case No. 3:03-cv-00278-M (N.D. Tex.); *Green v. Hotels.com, et al.*, Case No. 3:03-cv-00279-N (N.D. Tex.); *McKnight, et al v. TXU Corp., et al.*, Case No. 3:03-cv-00289-K (N.D. Tex.); *JIS Trading Group v. TXU Corp., et al.*, Case No. 3:03-cv-00290-K (N.D. Tex.); *Steele, et al v. Hotels.com, et al.*, Case No. 3:03-cv-00323-N (N.D. Tex.); *In re Blockbuster Inc. Securities Litigation*, Case No. 3:03-cv-00398-M (N.D. Tex.); *Massachusetts State Carpenters Pension Fund v. Fleming Companies Inc et al.*, Case No. 3:03-cv-00460-M (N.D. Tex.); *Heller v. Michaels Stores, Inc et al.*, Case No. 3:03-cv-00499-M (N.D. Tex.); *Futransky v. Michael Stores Inc et al.*, Case No. 3:03-cv-00511-M (N.D. Tex.); *AIG Annuity Insurance Company et al v. Ebbers et al.*, Case No. 3:03-cv-01566-L (N.D. Tex.); *Robbins v. Brick et al.*, Case No. 3:03-cv-01687-M (N.D. Tex.); *Imperial County v. Brick et al.*, Case No. 3:03-cv-01688-M (N.D. Tex.); *Ryan v. Flowserve Corporation et al.*, Case No. 3:03-cv-01769-B (N.D. Tex.); *TDH Partners LLP v. Ryland Group Inc et al.*, Case No. 3:04-cv-00073-B (N.D. Tex.); *Massachusetts Laborers Annuity Fund et al v. Odyssey Healthcare, Inc et al.*, Case No. 3:04- cv-00844-N(N.D. Tex.); *Caldarola v. Odyssey Healthcare, Inc et al.*, Case No. 3:04- cv-00988-N (N.D. Tex.); *In re UICI Securities Litigation*, Case No. 3:04-cv-01149-P (N.D. Tex.); *Fener v. Belo Corporation et al*, Case No. 3:04-cv-01836-D (N.D. Tex.); *In re SourceCorp Inc. Securities Litigation*, Case No. 3:04-cv-02351-N (N.D. Tex.); *Lentz v. Citadel Security Software Inc et al.*, Case No. 3:05-cv-00100-D (N.D. Tex.); *Holland v. Citadel Security Software Inc et al.*, Case No. 3:05-cv-00184-D (N.D. Tex.); *Pipefitters Local No. 636 Defined Benefit Plan v. Ryland Group, Inc. et al.*, Case No. 3:06-cv-00022-B (N.D. Tex.); *Laborers National Pension Fund v. AOL Time Warner Inc et al.*, Case No. 3:06-cv-00220-K (N.D.

Tex.); *Hansen v. Fradella et al.*, Case No. 3:06-cv-01096-N (N.D. Tex.); *In re Affiliated Computer Services Derivative Litigation*, Case No. 3:06-cv-01110-O (N.D. Tex.); *Galatoire v. Fradella et al.*, Case No. 3:06-cv-01205-N (N.D. Tex.); *In re Affiliated Computer Services Derivative Litigation*, Case No. 3:06-cv-01212-M (N.D. Tex.); *Pipefitters Local No. 636 Defined Benefit Plan v. Zale Corporation et al.*, Case No. 3:06-cv-01470-N (N.D. Tex.); *Massachusetts Laborers Annuity Fund v. Michaels Stores Inc et al.*, Case No. 3:06-cv-01635-N (N.D. Tex.); *Beatrice et al v. Home Solutions of America, Inc et al.*, Case No. 3:06- cv-01665-N (N.D. Tex.); *City of Pontiac Police and Fire Retirement System v. Kartsois et al.*, Case No. 3:06-cv-01672-F (N.D. Tex.); *Minich v. Kartsois et al.*, Case No. 3:06-cv-01977-P (N.D. Tex.); *Crowell v. Mannatech Inc et al.*, Case No. 3:07-cv-00238-K (N.D. Tex.); *Vella v. Kartsois et al.*, Case No. 3:07-cv-00955-F (N.D. Tex.); *Rines v. Heelys Inc et al.*, Case No. 3:07-cv-01468-K (N.D. Tex.); *Securities and Exchange Commission v. Stanford International Bank Case No. Ltd et al.*, Case No. 3:09-cv-00298-N (N.D. Tex.); *Buettgen v. Harless et al.*, Case No. 3:09-cv-00791-K (N.D. Tex.); *Heffner v. Harless et al.*, Case No. 3:09-cv-00938-K (N.D. Tex.); *Goldberg v. Klein et al.*, Case No. 3:09-cv-01049-K (N.D. Tex.); *Bill Rains et al v Zale Corporation, et al.*, Case No. 3:09-cv-02133-B (N.D. Tex.); *Lawyer v. Zale Corporation et al.*, Case No. 3:09-cv-02218-B (N.D. Tex.); *Hopson v. MetroPCS Communications Inc et al.*, Case No. 3:09-cv-02392-G *Richardson v. SolarWinds Inc et al.*, Case No. 3:10-cv-02085-B (N.D. Tex.); *North Port Firefighters' Pension et al v. Temple-Inland Inc. et al.*, Case No. 3:11-cv-03119-B (N.D. Tex.); *Bauman v. Simmons et al.*, Case No. 3:11-cv-03607-M (N.D. Tex.); *Brady v. Kosmos Energy, Ltd. et al.*, Case No. 3:12-cv-00373-B (N.D. Tex.); *Mounger v. Kosmos Energy Ltd et al.*, Case No. 3:12-cv-02383-B (N.D. Tex.); *Hohenstein v. Behringer Harvard REIT I, Inc. et al.*, Case No. 3:12-cv-03772-G (N.D. Tex.); *Herrley v. Frozen Food Express Industries, Inc.*, Case No. 3:13-cv-03004-B (N.D. Tex.); *Wallis v. Frozen Food Express Industries Inc et al.*, Case No. 3:13-cv-03104-B (N.D.

Tex.); *Securities and Exchange Commission v. Arcturus Corporation et al.*, Case No. 3:13-cv-04861-K (N.D. Tex.); *Kumar v. Santander Consumer USA Holdings Inc. et al.*, Case No. 3:14-cv-03746-K (N.D. Tex.); *Panes v. Trinity Industries Inc et al.*, Case No. 3:15-cv-01316-N (N.D. Tex.); *Isolde v. Trinity Industries Inc et al.*, Case No. 3:15-cv-02093-K (N.D. Tex.); *Budde v. Global Power Equipment Inc et al.*, Case No. 3:15-cv-02120-M (N.D. Tex.); *Steck v. Santander Consumer USA Holdings Inc. et al.*, Case No. 3:15-cv-02129-K (N.D. Tex.); *Kenney v. Pier 1 Imports Inc. et al.*, Case No. 3:15-cv-02798-D (N.D. Tex.); *Town of Davie Police Pension Plan v. Pier 1 Imports Inc et al.*, Case No. 3:15-cv-03415-S (N.D. Tex.); *In re United Development Funding IV Securities Litigation*, Case No. 3:15-cv-04030-M (N.D. Tex.); *McCloskey et al v. Match Group Inc et al.*, Case No. 3:16-cv-00549-S (N.D. Tex.); *Securities and Exchange Commission v. Narayan et al.*, Case No. 3:16-cv-01417-M (N.D. Tex.); *Securities and Exchange Commission v. Faulkner et al.*, Case No. 3:16-cv-01735-D (N.D. Tex.); *Ramirez v. Exxon Mobil Corporation et al.*, Case No. 3:16-cv-03111-K (N.D. Tex.); *Ashraf v. Energy Transfer Partners LP et al.*, Case No. 3:17-cv-00118-B (N.D. Tex.); *Irving Firemen's Relief & Retirement System v. Signet Jewelers Limited et al.*, Case No. 3:17-cv-00875-D (N.D. Tex.); *Sciabacucchi v. State National Companies Inc. et al.*, Case No. 3:17-cv-02412-C (N.D. Tex.); *Block v. Interoil Corporation et al.*, Case No. 3:18-cv-00007-X (N.D. Tex.); *Iglesias v. Southcross Energy Partners, L.P. et al.*, Case No. 3:18-cv-00158-N (N.D. Tex.); *Franchi v. Southcross Energy Partners LP et al.*, Case No. 3:18-cv-00179-N (N.D. Tex.); *Cunha v. La Quinta Holdings Inc et al.*, Case No. 3:18-cv-00540-S (N.D. Tex.); *Rosenblatt v. La Quinta Holdings, Inc. et al.*, Case No. 3:18-cv-00558-K (N.D. Tex.); *Robinson v. RSP Permian Inc. et al.*, Case No. 3:18-cv-01047-L (N.D. Tex.); *Rosenblatt v. RSP Permian Inc et al.*, Case No. 3:18-cv-01117-B (N.D. Tex.); *Franchi v. Nationstar Mortgage Holdings Inc et al.*, Case No. 3:18-cv-01170-B (N.D. Tex.); *Chun v. Fluor Corporation et al.*, Case No. 3:18-cv-01338-X (N.D. Tex.); *In re*

Forterra, Inc Securities Litigation, Case No. 3:18-cv-01957-X (N.D. Tex.); *Peak et al v. Zion Oil & Gas Inc et al.*, Case No. 3:18-cv-02067-X (N.D. Tex.); *Brooks v. United Development Funding III et al.*, Case No. 3:18-cv-03097-X (N.D. Tex.); *Strahan v. Cambium Learning Group Inc et al.*, Case No. 3:18-cv-03123-K (N.D. Tex.); *Fox et al v. United Development Funding III et al.*, Case No. 3:19-cv-00274-M (N.D. Tex.); *Linenweber v. Southwest Airlines Co et al.*, Case No. 3:20-cv-00408-K (N.D. Tex.); *Union Asset Management Holding AG v. Fluor Corporation et al.*, Case No. 3:20-cv-00518-X (N.D. Tex.); *Shen v. Exela Technologies Inc et al.*, Case No. 3:20-cv-00691-D (N.D. Tex.); *Schulze v. Hallmark Financial Services Inc et al.*, Case No. 3:20-cv-01130-X (N.D. Tex.); *Torres v. Berry Corporation et al.*, Case No. 3:20-cv-03464-S (N.D. Tex.); *Securities and Exchange Commission v. Randall*, Case No. 3:21-cv-00979-N (N.D. Tex.); *Damore v. RadioShack Corporation et al.*, Case No. 4:07-cv-00179-A (N.D. Tex.); *Pappas et al v. Simpson et al.*, Case No. 4:10-cv-00094-Y (N.D. Tex.); *Ruedelstein v. U.S. Concrete, Inc. et al.*, Case No. 4:17-cv-00266-O (N.D. Tex.); *Mullins v. AZZ, Inc. et al.*, Case No. 4:18-cv-00025-Y (N.D. Tex.); *Fox et al v. United Development Funding III et al.*, Case No. 4:20-cv-00150-O (N.D. Tex.); *In Re Six Flags Entertainment Corporation Derivative Litigation*, Case No. 4:20-cv-00262-P (N.D. Tex.); *Martin et al v. Reid-Anderson et al.*, Case No. 4:20-cv-00311-P (N.D. Tex.); *Albayrak v. Reid-Anderson et al.*, Case No. 4:20-cv-00312-P (N.D. Tex.); *Genesee County Employees' Retirement System v. FirstCash Holdings Inc et al.*, Case No. 4:22-cv-00033-P (N.D. Tex.); *van der Gracht de Rommerswael v. Speese et al.*, Case No. 4:17-cv-00227-ALM-CMC (E.D. Tex.); *Alaska Electrical Pension Fund v. Brown et al.*, Case No. 6:04-cv-00464-LED (E.D. Tex.); *Wayne County Employees Retirement System v. Brown et al.*, Case No. 6:04-cv-00466-LED (E.D. Tex.); *Sippy v. Powell, et al.*, Case No. 2:03-cv-00222-TJW (E.D. Tex.); *Acaldo v. Pilgrim's Pride Corporation et al.*, Case No. 2:08-cv-00419-JRG (E.D. Tex.); *Howes v. Pilgrim's Pride Corporation et al.*, Case No. 2:08-cv-00443-JRG

(E.D. Tex.); *Nemky v. Trinity Industries, Inc. et al.*, Case No. 2:15-cv-00732-JRG (E.D. Tex.); *Barry Family LP v. Electronic Data Sys, et al.*, Case No. 4:02-cv-00300-LED (E.D. Tex.); *Braun, et al v. Electronic Data Sys, et al.*, Case No. 4:02-cv-00304-LED (E.D. Tex.); *Harnik v. Electronic DataSys, et al.*, Case No. 4:02-cv-00308-LED (E.D. Tex.); *Bridgewater Partners v. Electronic Data Sys, et al.*, Case No. 4:02-cv-00310-LED (E.D. Tex.); *Vanderwarter v. Electronic Data Sys, et al.*, Case No. 4:02-cv-00314-LED (E.D. Tex.); *Thorne-Thomsen v. EDS, et al.*, Case No. 4:02-cv-00321-LED (E.D. Tex.); *Britt v. EDS, et al.*, Case No. 4:02-cv-00322-LED (E.D. Tex.); *Sved v. EDS, et al.*, Case No. 4:02-cv-00323-LED (E.D. Tex.); *Zia v. EDS, et al.*, Case No. 4:02-cv-00329-RAS-DDB (E.D. Tex.); *Kluemper v. EDS, et al.*, Case No. 4:02-cv-00331-LED (E.D. Tex.); *McLoughlin v. Electronic Data, et al.*, Case No. 4:02-cv-00335-LED (E.D. Tex.); *Stanton Pharmacy v. EDS, et al.*, Case No. 4:02-cv-00336-LED (E.D. Tex.); *Fink v. Electronic Data, et al.*, Case No. 4:02-cv-00365-LED (E.D. Tex.); *Angeloni v. Microtune Inc, et al.*, Case No. 4:03-cv-00056-RAS-DDB (E.D. Tex.); *Morris v. Microtune Inc, et al.*, Case No. 4:03-cv-00064-RAS-DDB (E.D. Tex.); *Yakuboff v. Microtune Inc, et al.*, Case No. 4:03-cv-00066-RAS-DDB (E.D. Tex.); *Clark v. Microtune Inc, et al.*, Case No. 4:03-cv-00082-RAS-DDB (E.D. Tex.); *Xu v. Microtune Inc, et al.*, Case No. 4:03-cv-00115-RAS-DDB (E.D. Tex.); *Aiken v. Microtune Inc, et al.*, Case No. 4:03-cv-00123-RAS-DDB (E.D. Tex.); *Fontana v. Microtune Inc, et al.*, Case No. 4:03-cv-00133-RAS-DDB (E.D. Tex.); *Pipefitters Local v. Microtune Inc, et al.*, Case No. 4:03-cv-00158-RAS-DDB (E.D. Tex.); *Wahl, et al v. Daisytek, et al.*, Case No. 4:03-cv-00212-PNB (E.D. Tex.); *Chambers v. Daisytek, et al.*, Case No. 4:03-cv-00250-PNB (E.D. Tex.); *Sippy v. Powell, et al.*, Case No. 4:03-cv-00328-PNB (E.D. Tex.); *Morris v. Fontaine, et al.*, Case No. 4:03-cv-00409-PNB (E.D. Tex.); *PLA LLC v. Advanced Neuromodulation Systems Inc et al.*, Case No. 4:05-cv-00078-RAS-DDB (E.D. Tex.); *RAI Investment Club v. Advanced Neuromodulation Systems Inc et al.*, Case No. 4:05-cv-00094-RAS-DDB (E.D. Tex.);

Hall v. Rent-A-Center, Inc. et al., Case No. 4:16-cv-00978-ALM-CMC (E.D. Tex.); *Oklahoma Law Enforcement Retirement System v. Adeptus Health Inc. et al.*, Case No. 4:17-cv-00449-ALM (E.D. Tex.); *Witmer v. Dr. Pepper Snapple Group, Inc. et al.*, Case No. 4:18-cv-00209-ALM-KPJ (E.D. Tex.); *Celeste v. Intrusion Inc. et al.*, Case No. 4:21-cv-00307-SDJ (E.D. Tex.); *Gaynor v. Fleming Companies, et al.*, Case No. 5:02-cv-00178-TJW (E.D. Tex.); *Dolan v. Fleming Companies, et al.*, Case No. 5:02-cv-00190-TJW (E.D. Tex.); *Sved v. Fleming Companies, et al.*, Case No. 5:02-cv-00198-TJW (E.D. Tex.); *Edwards v. Fleming Companies, et al.*, Case No. 5:02-cv-00204-TJW (E.D. Tex.); *Patterson v. Fleming Companies, et al.*, Case No. 5:02-cv-00205-TJW (E.D. Tex.); *Feder v. Electronic Data Sys, et al.*, Case No. 5:02-cv-00207-DF (E.D. Tex.); *Huk v. Fleming Companies, et al.*, Case No. 5:02-cv-00208-TJW (E.D. Tex.); *Gordon v. Fleming Companies, et al.*, Case No. 5:02-cv-00212-TJW (E.D. Tex.); *Rudisill v. Fleming Companies, et al.*, Case No. 5:02-cv-00218-TJW (E.D. Tex.); *Eglinton v. Fleming Companies, et al.*, Case No. 5:02-cv-00222-TJW (E.D. Tex.); *Jackson Capital Mgt v. Fleming Companies, et al.*, Case No. 5:02-cv-00223-TJW (E.D. Tex.); *Horwitz, et al v. Electronic Data Sys, et al.*, Case No. 5:02-cv-00232-TJW (E.D. Tex.); *Miller v. Electronic Data Sys, et al.*, Case No. 5:02-cv-00233-DF (E.D. Tex.); *Thompson v. Electronic Data, et al.*, Case No. 5:02-cv-00248-DF-CMC (E.D. Tex.); *Massachusetts State v. Hansen, et al.*, Case No. 5:03-cv-00083-TJW (E.D. Tex.); *Massachusetts State v. Fleming Companies, et al.*, Case No. 5:03-cv-00204-TJW (E.D. Tex.); *Feder v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00110-LED (E.D. Tex.); *Horwitz, et al v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00111-LED (E.D. Tex.); *Miller v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00112-LED (E.D. Tex.); *Thompson v. Electronic Data, et al.*, Case No. 6:03-cv-00113-LED (E.D. Tex.); *Barry Family LP v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00114-LED (E.D. Tex.); *Braun, et al v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00115-LED (E.D. Tex.); *Harnik v. Electronic Data Sys, et al.*, Case No. 6:03-

cv-00116-LED (E.D. Tex.); *Bridgewater Partners v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00117-LED (E.D. Tex.); *Vanderwarter v. Electronic Data Sys, et al.*, Case No. 6:03-cv-00118-LED (E.D. Tex.); *Thorne-Thomsen v. EDS, et al.*, Case No. 6:03-cv-00119-LED (E.D. Tex.); *Britt v. EDS, et al.*, Case No. 6:03-cv-00120-LED (E.D. Tex.); *Sved v. EDS, et al.*, Case No. 6:03-cv-00121-LED (E.D. Tex.); *Zia v. EDS, et al.*, Case No. 6:03-cv-00122-LED (E.D. Tex.); *Kluemper v. EDS, et al.*, Case No. 6:03-cv-00123-LED (E.D. Tex.); *McLoughlin v. Electronic Data, et al.*, Case No. 6:03-cv-00124-LED (E.D. Tex.); *Stanton Pharmacy v. EDS, et al.*, Case No. 6:03-cv-00125-LED (E.D. Tex.); *Fink v. Electronic Data, et al.*, Case No. 6:03-cv-00128-LED (E.D. Tex.); *Marcus v. J.C. Penney Company, Inc. et al.*, Case No. 6:13-cv-00736-RWS-KNM (E.D. Tex.); *Gilbert v. J.C. Penney Company, Inc. et al.*, Case No. 6:13-cv-00810-RWS-KNM (E.D. Tex.); *Johnson v. J.C. Penney Company, Inc. et al.*, Case No. 6:14-cv-00722-KNM (E.D. Tex.); *PFS Investments Inc et al v. De Leeuw et al.*, Case No. 6:16-cv-00429-MHS-JDL (E.D. Tex.); *Oklahoma Law Enforcement Retirement System v. Adeptus Health Inc. et al.*, Case No. 6:16-cv-01243-RWS (E.D. Tex.); *Kim v. Adeptus Health Inc. et al.*, Case No. 6:17-cv-00150-RWS (E.D. Tex.); *McKnight v. TXU Corp, et al.*, Case No. 9:02-cv-00274-JH (E.D. Tex.); *Trading Group v. TXU Corp, et al.*, Case No. 9:02-cv-00307-JH JIS (E.D. Tex.); *The Duck Pond CRT Ltd v. PAA Natural Gas Storage, L.P. et al.*, Case No. 4:13-cv-03170 (S.D. Tex.); *Rougier v. Applied Optoelectronics, Inc. et al.*, Case No. 4:17-cv-02399 (S.D. Tex.); *Heck v. Orion Group Holdings, Inc. et al.*, Case No. 4:19-cv-01337 (S.D. Tex.); *Hoffman v. RCI Hospitality Holdings, Inc. et al.*, Case No. 4:19-cv-01841 (S.D. Tex.); *Ludovissy et al v. Bellicum Pharmaceuticals, Inc. et al.*, Case No. 4:19-cv-02450 (S.D. Tex.); *Miller et al. v. Cadence Bancorporation et al.*, Case No. 4:19-cv-03492 (S.D. Tex.); *Miskella v. Christmann et al.*, Case No. 4:21-cv-01836 (S.D. Tex.); *Brodeen v. Christmann et al.*, Case No. 4:21-cv-02082 (S.D. Tex.); *Pirelli Armstrong, et al v. Hanover Compressor, et al.*, Case No. 4:02-cv-00410 (S.D. Tex.);

Lampkin, et al v. UBS Painewebber Inc, et al., Case No. 4:02-cv-00851 (S.D. Tex.); *Anderson v. Hanover Compressor, et al.*, Case No. 4:02-cv-02306 (S.D. Tex.); *Equitec-Cole Roesler v. McClanahan, et al.*, Case No. 4:02-cv-04048 (S.D. Tex.); *Securities & Exchange v. Rocky Mountain Energy, et al.*, Case No. 4:03-cv-01133 (S.D. Tex.); *Capstone Asset Management Company v. AOL Time Warner Inc et al.*, Case No. 4:06-cv-00306 (S.D. Tex.); *Brodsky v. Superior Offshore International, Inc et al.*, Case No. 4:08-cv-01297 (S.D. Tex.); *In Re: Repros Therapeutics, Inc. Securities Litigation*, Case No. 4:09-cv-02530 (S.D. Tex.); *Simpson et al v. Repros Therapeutics, Inc et al.*, Case No. 4:09-cv-03127 (S.D. Tex.); *In Re: BP plc Securities Litigation*, Case No. 4:10-md-02185 (S.D. Tex.); *Davis et al v. Duncan EnergyPartners L.P. et al.*, Case No. 4:11-cv-02486 (S.D. Tex.); *Matthews v. Rynd et al.*, Case No. 4:11-cv-02706 (S.D. Tex.); *Phillips v. Harvest Natural Resource et al.*, Case No. 4:13-cv-00801 (S.D. Tex.); *Myers v. Harvest Natural Resources, Inc. et al.*, Case No. 4:13-cv-01139 (S.D. Tex.); *Knoll v. Phillips et al.*, Case No. 4:13-cv-01528 (S.D. Tex.); *Wolfson v. PNGS GP LLC et al.*, Case No. 4:13-cv-03483 (S.D. Tex.); *Cady v. Key Energy Services, Inc. et al.*, Case No. 4:14-cv-02368 (S.D. Tex.); *Davidson v. Key Energy Service, Inc. et al.*, Case No. 4:14-cv-02403 (S.D. Tex.); *Ogden v. Cobalt International Energy, Inc. et al.*, Case No. 4:15-cv-00139 (S.D. Tex.); *John Hancock Capital Series et al v. BP, PLC et al.*, Case No. 4:15-cv-02704 (S.D. Tex.); *Ho v. Flotek Industries, Inc. et al.*, Case No. 4:15-cv-03327 (S.D. Tex.); *Walpole v. Flotek Industries, Inc. et al.*, Case No. 4:15-cv-03383 (S.D. Tex.); *Edgar v. Anadarko Petroleum Corporation et al.*, Case No. 4:17-cv-01372 (S.D. Tex.); *Stern v. Atwood Oceanics, Inc. et al.*, Case No. 4:17-cv-01942 (S.D. Tex.); *Composto v. Atwood Oceanics, Inc. et al.*, Case No. 4:17-cv-01968 (S.D. Tex.); *Carter v. Atwood Oceanics, Inc. et al.*, Case No. 4:17-cv-02013 (S.D. Tex.); *Scarantino v. Parkway, Inc. et al.*, Case No. 4:17-cv-02441 (S.D. Tex.); *Panella v. Tesco Corporation et al.*, Case No. 4:17-cv-02904 (S.D. Tex.); *The Vladimir Gusinsky Rev. Trust v. Tesco Corporation et al.*,

Case No. 4:17-cv-02918 (S.D. Tex.); *Scarantino v. Calpine Corporation et al.*, Case No. 4:17-cv-03256 (S.D. Tex.); *Paskowitz v. Dynegy Inc. et al.*, Case No. 4:18-cv-00027 (S.D. Tex.); *McIntyre v. Chicago Bridge & Iron Company N.V. et al.*, Case No. 4:18-cv-00273 (S.D. Tex.); *The George Leon Family Trust v. Chicago Bridge & Iron Company N.V. et al.*, Case No. 4:18-cv-00314 (S.D. Tex.); *Witmer v. Layne Christensen Company et al.*, Case No. 4:18-cv-01051 (S.D. Tex.); *Paik v. Fair et al.*, Case No. 4:18-cv-02513 (S.D. Tex.); *Edwards v. McDermott International, Inc. et al.*, Case No. 4:18-cv-04330 (S.D. Tex.); *Vladimir Gusinsky Rev. Trust v. Rowan Companies PLC et al.*, Case No. 4:18-cv-04341 (S.D. Tex.); *Van 'T Hoofd v. Nobilis Health Corp. et al.*, Case No. 4:18-cv-04727 (S.D. Tex.); *Manopla v. Lexicon Pharmaceuticals, Inc. et al.*, Case No. 4:19-cv-00301 (S.D. Tex.); *Kokareva v. Bristow Group Inc. et al.*, Case No. 4:19-cv-00509 (S.D. Tex.); *Assad v. Penn Virginia Corporation et al.*, Case No. 4:19-cv-00656 (S.D. Tex.); *In Re: Anadarko Petroleum Corporation Securities Litigation*, Case No. 4:20-cv-00576 (S.D. Tex.); *Griggs v. Crown Castle International Corp. et al.*, Case No. 4:20-cv-00843 (S.D. Tex.); *Alexander et al v. Conn's Inc. et al.*, Case No. 4:20-cv-01705 (S.D. Tex.); *Ahnefeldt et al v. Dickson et al.*, Case No. 4:20-cv-02539 (S.D. Tex.); *Delaware County Employees Retirement System v. Cabot Oil & Gas Corporation et al.*, Case No. 4:21-cv-02045 (S.D. Tex.); *Coggins v. Camber Energy, Inc. et al.*, Case No. 4:21-cv-03574 (S.D. Tex.); *Justin Pierce and Hillary Kay, Derivatively on Behalf of AT&T Inc. v. Randall L. Stephenson, et al.*, Cause No. DC-14-13645, (193rd District Court, Dallas County, Texas); *Jacob Hulsebus, et al. v. Belo Corp., et al.*, Cause No. DC-13-06601, (68th District Court, Dallas County, Texas); *Ron Phillips and Scott Moorehead, Derivatively on Behalf of CLST Holdings, Inc., v. Timothy S. Durham, et al.*, Cause No. DC-10-07655 (134th District Court, Dallas County, Texas); *Regan Held, et al., v. C. Kelly Hall, et al.*, Cause No. CC-11-05258-D, (County Court No. 4, Dallas County, Texas); *David Flecker, Individually and on Behalf of All Others Similarly Situated and Derivatively*

on Behalf of Pioneer Southwest Energy Partners L.P., Cause No. DC-13-05371-G (134th District Court, Dallas County, Texas); *In re U.S. Home Systems, Inc. Shareholder Litigation*, Cause No. CC-12-04962-B (County Court No. 2, Dallas County, Texas); *Terry Neff, Derivatively on Behalf of Weatherford International Ltd., et al., v. Nicholas F. Brady, et al.*, Cause No. 2010-40764 (270th District Court, Harris County, Texas); *In re Burlington Northern Santa Fe Corporation Shareholder Class Action Litigation*, Cause No. 348-241465-09, (348th District Court, Tarrant County, Texas) *Dillingham v. Schmitz*, Cause No. 2005C119934 (288th District Court, Bexar County, Texas); *Holowach v. Gilliland, et al.*, Cause No. 017-221963-07 (17th District Court, Tarrant County, Texas); *Levy Investments v. Donald Steen, et al.*, Cause No. DC-07-00208 (101st District Court Dallas County, Texas); *In re Petco Animal Supplies, Inc., Shareholder Litigation*, Case No. GIC 869399 (Superior Court, San Diego, California); *Frank Capovilla v. Lone Star Technologies, Inc., et al.*, Cause No. DC-07-002979 (14th District Court, Dallas County, Texas); *Louis Dudas v. Encore Medical Corporation, et al.*, Cause No. D-1-GN-002495 (345th District Court, Travis County, Texas); *Waggoner v. Ryan, et al.*, Cause No. CC-05-13893 (County Court at Law No. 2, Dallas County, Texas); *Evans v. Paulson, et al.*, Cause No. 05-01818-JMR-FLN (D. Minn.); *In re Accuray, Inc. Shareholder Derivative Litigation*, Case No. C 09 05580 CW (N.D. Cal.); *In re Microtune, Inc. Litigation*, Cause No. 219-03729-2010 (219th District Court, Collin County, Texas); *Edward Ferguson v. Louis Raspino, et al.*, Cause No. 2010-23805 (281st District Court, Harris County, Texas); *In re Duncan Energy Partners L.P. Shareholder Litigation*, Cause No. 2011-13981 (269th District Court, Harris County, Texas); and many others.

JOE KENDALL

Former United States District Judge Joe Kendall is the owner of Kendall Law Group. Mr. Kendall served on the federal bench in the Northern District of Texas from 1992-2002, appointed by President George Herbert Walker Bush. He was unanimously confirmed by the U.S. Senate. At the time of his appointment, he was the youngest U.S. District Judge in the country. He also served as state district judge of the 195th Judicial District Court in Dallas from 1987-1992. In his judicial career, he has presided over approximately 500 jury trials and disposed of over 11,000 cases. Mr. Kendall has a B.B.A. from the Cox School of Business at Southern Methodist University and a law degree from Baylor University. Mr. Kendall served as a Commissioner on the United States Sentencing Commission from 1999 through 2002, appointed by President Bill Clinton.

Since leaving the bench for economic reasons and returning to trial work, Mr. Kendall has had tremendous success at the prosecution of patent and class action litigation either as lead, co-lead or local counsel.

While on the federal bench, Mr. Kendall handled class actions of various types and presided over numerous civil jury trials, including complex litigation, securities, antitrust, qui tam, medical malpractice, products liability, and patent infringement cases. He presided over a multi-district litigation case, and also environmental and CERCLA cases. He is the author of more than 250 judicial opinions published in the federal reporters or legal research databases. In his career as a lawyer, Mr. Kendall has personally tried more than 100 jury trials to judgment.

Additionally, Mr. Kendall taught new federal judges for the Federal Judicial Center in Washington, D.C. and has taught docket management techniques to experienced federal judges throughout the country. He is a former board member of the Federal Judges Association and was editor of *In Camera*, the newsletter of the Federal Judges Association.

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE ORACLE CORPORATION
DATA BREACH LITIGATION

This Document Relates to Defendant Trustees of
Dartmouth College d/b/a Dartmouth College
only

Case No. 1:25-cv-01805-ADA-SH

Consolidated Class Action

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant, Trustees of Dartmouth College, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Dartmouth should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint Class Counsel; (4) preliminarily approve the Settlement; (5) appoint the Settlement Administrator; (6) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class Members; (7) approve the Claim Process and Claim Form; (8) order the Settlement's opt-out and objection procedures; (9) stay all deadlines in the Action as to Dartmouth pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing

¹ The capitalized terms herein have the same meanings as those defined in Section II of the Settlement Agreement.

in any litigation or asserting any claims against Dartmouth and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals residing in the United States who were sent notice by Dartmouth that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors, officers, members, and agents of Dartmouth, or their respective subsidiaries and affiliated companies, and any entity in which Dartmouth has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge; and (e) Settlement Class Members who validly and timely excludes themselves from the Settlement.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$750,000.00 common cash Settlement Fund for the benefit of the Settlement Class that Dartmouth shall cause to be paid under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class Representatives. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the class representatives and class counsel have adequately represented the Settlement Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as to Dartmouth as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation

concerning the controversy already begun by Settlement Class Members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

8. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (a) the work counsel have done in identifying or investigating potential claims in the action, (b) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (c) counsel's knowledge of applicable law, and (d) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, W. Mark Lanier of the The Lanier Law Firm, and Joe Kendall of the Kendall Law Group, LLP.

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves

the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Settlement meets the considerations set forth in Rule 23(e)(2).

10. **Settlement Administrator:** Class Counsel are authorized to use Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form Notice, respectively, before they are emailed, mailed, or published.

12. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval of the

Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Dartmouth's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be submitted to the Settlement Administrator and be postmarked no later than 30 days before the initial scheduled Final Approval Hearing. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) contain the requestor's name, address, telephone number, and email address (if any); (c) contain the case name and number: *In re Oracle Corporation Data Breach Litigation*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.); and (d) include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

15. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by

Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For an objection to be considered by the Court, the objection must also set forth:

- a. The objector's full name, mailing address, telephone number, and email address;
- b. the case name and number: *In re Oracle Corporation Data Breach Litigation (Dartmouth)*, Case No. 1:25-cv-01805-ADA-SH (W.D. Tex.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. any objector or objector's counsel who uses artificial intelligence to assist in researching or drafting the objection must disclose its use and what platform(s) was used;

f. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards;

h. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

i. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

l. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Dartmouth's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

18. Any Settlement Class Member who does not strictly comply with the provisions herein shall waive their right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof. Settlement Class Members who submit both an objection and an exclusion request will be deemed to have opted-out of the Settlement.

19. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$3,000.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

20. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

21. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become

effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Dartmouth, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

22. **Stay:** All pretrial proceedings in this Action are stayed as to Dartmouth and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

23. Upon the entry of this order, with the exception of Class Counsel's, Dartmouth's Counsel's, Dartmouth's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Dartmouth and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

24. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

25. **Final Approval Hearing:** The Court will hold a Final Approval Hearing: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should

be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

26. **Schedule:** The Court hereby sets the following schedule of events:

Notice Program Begins	30 days after Preliminary Approval Order
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing
Objection Deadline	30 days before initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____ am/pm (to be scheduled at least 120 days after Preliminary Approval)

SO ORDERED this _____ day of _____, 2026.

HON. ALAN ALBRIGHT
UNITED STATES DISTRICT JUDGE