**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-l 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. <u>Certification of the Settlement Class</u>

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. <u>Settlement Class Member Benefits</u>

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 Cass Member upon presentment 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. <u>Final Approval Order and Final Judgment</u>

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. <u>Termination of Settlement</u>

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. <u>Effect of Termination</u>

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:

<u>If to Plaintiffs or Class Counsel</u>:

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

<u>If to Dartmouth or Dartmouth's Counsel</u>:

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
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
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

BARCODE NO-PRINT ZONE

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>>

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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.

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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:

*City: *State: *ZIP Code:

*Email Address:

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.

☐ 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.

☐ 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 rat*a (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

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.

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.XXXXXXXXXXX.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:

<u>Cash Payment A – Documented Losses</u>

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.

<u>Cash Payment B – Pro Rata Cash</u>

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.

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.XXXXXXXX.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.XXXXXXXX.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.XXXXXXXX.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.

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.XXXXXXXX.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.

"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

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	*In re Oracle Corporation Data Breach Litigation* 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 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.XXXXXXXXX.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?

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.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.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.

Exhibit 4

Must be postmarked or submitted online NO LATER THAN [DATE]

In re Oracle Corporation Data Breach Litigation
Re: Dartmouth Settlement
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXX.com

DARTMOUTH DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INFORMATION

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.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.xxxxxxxxx.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit by mail, please use the return address at the top of this form. **The easiest way to submit a Claim is online at www.XXXXXXXXX.com**, or you can print out, complete, and mail this entire Claim Form (with any required documentation) **to the mailing address above**. **Claims must be submitted online or mailed postmarked by [DATE].**

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.

SETTLEMENT CLASS MEMBER BENEFITS – WHAT YOU MAY GET

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

1. **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;
2. **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**
3. **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.

* * *

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions visit the Settlement Website at **www.XXXXXXXXX.com**

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):

First Name MI Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City State ZIP Code

3. PHONE NUMBER:

– –

4. EMAIL ADDRESS:

5. UNIQUE ID:

6. PIN:

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.XXXXXXXXX.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. *Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.*	$ _ _ _ _ _ . _ _ Date: _ _ – _ _ – _ _ _ _ MM DD YYYY	
Other losses or costs that are related to the Data Incident. *Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased.*	$ _ _ _ _ _ . _ _ 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. *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.*	$ _ _ _ _ _ . _ _ Date: _ _ – _ _ – _ _ _ _ MM DD YYYY	

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
Provide the email OR phone number, NOT both, associated with your selected digital payment account.	
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.

Signature

Date: ☐☐ – ☐☐ – ☐☐☐☐
MM DD YYYY

Print Name