Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between (i) Laramie Doyal, Emily Merrell, and Stefanie Wagner ("Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class (defined below); and (ii) Inotiv Inc. ("Defendant"), in the case titled *Doyal v. Inotiv Inc.*, Cause No. 49D01-2604-CE-020713 (the "Litigation"). Defendant and Plaintiffs are collectively referred to herein as the "Parties."

I. RECITALS

1. Plaintiffs allege that, on or around August 5–8, 2025, Defendant suffered a data breach incident which may have compromised the Personally Identifiable Information of persons that was contained on Defendant's information systems. Beginning December 2, 2025, Defendant provided notice of the data breach incident to those whose Personally Identifiable Information may have been compromised. The notice included instructions for complementary credit monitoring services.

2. On August 21, 2025, Plaintiff Doyal filed a putative class action against Defendant in the United States District Court for the Northern District of Indiana, Cause No. 4:25-cv-00046-PPS-JEM (the "Federal Action"). Subsequent actions were filed by Plaintiffs Merrell and Wagner, and all of the cases were consolidated into the Federal Action.

3. On November 26, 2025, Plaintiffs filed a Consolidated Class Action Complaint in the Federal Action, alleging claims for negligence, negligence per se, breach of implied contract, and unjust enrichment. On January 30, 2026, Plaintiffs filed an Amended Consolidated Class Action Complaint alleging an additional claim for invasion of privacy. Defendant moved to dismiss the Amended Consolidated Class Action Complaint on February 13, 2026, arguing in part that Plaintiffs lacked standing to bring certain of their claims in federal court. Plaintiffs responded on March 6, 2025. The motion was never ruled upon.

4. Meanwhile, after a period of informal discovery, on March 5, 2026, the Parties engaged in a mediation with Bruce Friedman of JAMS. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risks and uncertainties of continued litigation and all other factors bearing on the merits of settlement. The Parties did not reach agreement at the mediation but continued to negotiate thereafter. Eventually, the Parties succeeded in reaching agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation. In order to facilitate the settlement and eliminate any issues relative to jurisdiction to sue in federal court, the Parties agreed to the dismissal of the Federal Action and the refiling of the Litigation in the Court (as defined below).

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members (as defined below), or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the Litigation. Despite Defendant's position that it is not liable for, and has meritorious defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

8. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

9. **"Approved Claims"** means complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

10. **"Claim Form"** means the form attached as **Exhibit C**, which Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

11. **"Claims Deadline"** means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

12. **"Class Counsel"** means Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP.

13. **"Court"** means the Marion Superior Court, Marion County, Indiana.

14. **"Data Breach"** means the potential unauthorized access of data stored by Defendant, including Personally Identifiable Information, by a cyber threat actor on or about August 5–8, 2025, and which is the subject of this Litigation.

15. **"Defendant's Counsel"** means Paul A. Wolfla, Jane Dall Wilson, and Matthew R. Elliott of the law firm Faegre Drinker Biddle & Reath LLP.

16. **"Effective Date"** means the date when the Settlement Agreement becomes Final.

17. **"Fee and Expense Application"** means the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees, as well as Service Awards for the Class Representatives.

18. **"Final"** means the Final Approval Order has been entered on the Chronological Case Summary, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

19. **"Final Approval Hearing"** means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives.

20. **"Final Approval Order"** means an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E.**

21. **"Long Form Notice"** is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

22. **"Notice"** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**.

23. **"Notice Deadline"** means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after the Preliminary Approval Order is entered.

24. **"Notice and Administrative Expenses"** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated

with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Settlement Payments to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

25. **"Objection Deadline"** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Settlement Class Member must be postmarked and sent to the Settlement Administrator and/or filed with the Court, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

26. **"Opt-Out Deadline"** means the date by which a written request to be excluded from the Settlement Class must be postmarked and sent to the Settlement Administrator and/or filed with the Court, which will be sixty (60) days after the Notice Deadline.

27. **"Participating Settlement Class Member"** means a Settlement Class Member who does not submit a valid request for exclusion prior to the Opt-Out Deadline.

28. **"Parties"** means Plaintiffs and Defendant, collectively.

29. **"Personally Identifiable Information"** means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, including, without limitation, social security number, date of birth, and financial information.

30. **"Preliminary Approval Order"** means the Court's Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice attached as **Exhibit D**.

31. **"Released Claims"** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

32. **"Released Parties"** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

33. **"Releasors"** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns, and anyone claiming by, through, or on behalf of them.

34. **"Settlement**" means the settlement reflected by this Settlement Agreement.

35. **"Service Award"** shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Award requested in this matter will be $2,000 to each of the Class Representatives, subject to Court approval.

36. **"Settlement Administrator"** means, subject to Court approval, Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Defendant's Counsel to administer the settlement.

37. **"Settlement Class"** or **"Class"** means "All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach." Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

38. **"Settlement Class List"** means a list of each Settlement Class Member's full name, and current or last known address, which Defendant or Defendant's agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

39. **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class and is included on the Settlement Class List.

40. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator.

41. **"Settlement Website"** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Final Approval Hearing. The Settlement Website will remain active until ninety (90) days after the Effective Date.

42. **"Short Form Notice"** is the short form notice of the proposed class settlement, substantially in the form attached as **Exhibit A.** The Short Form Notice will be mailed to each available Settlement Class Member.

III. SETTLEMENT BENEFITS

43. Subject to the terms of this Settlement Agreement, Defendant shall make available the following compensation to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

(i) **Lost Time.** Settlement Class Members can make a claim for compensation for up to four (4) hours of lost time, compensable at a rate of \$20.00 per hour (\$80.00 total) for time spent to mitigate the potential effects of or to deal with the effects of the Data Breach, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts. To be valid, a claim for compensation for lost time must be supported by a written description of activities performed, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Breach.

(ii) **Ordinary Expenses.** All Settlement Class Members who submit a valid claim using the Claim Form and supporting third-party documentation are eligible to submit a claim for recovery of ordinary expenses up to $500.00 that were incurred as a result of the Data Breach. Such expenses can include but are not limited to: professional fees including attorneys' fees (other than the fees of Class Counsel), accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class. This list of reimbursable documented ordinary expenses is not meant to be exhaustive but is exemplary. Settlement Class Members may make claims for any documented out-of-pocket expenses reasonably related to the Data Breach or to mitigate the effects of the Data Breach. However, documented out-of-pocket expenses cannot include lost time, which is addressed separately under this Settlement Agreement. The Settlement Administrator shall have discretion to determine whether any claimed expense is reasonably related to the Data Breach.

To be valid, a claim for reimbursement of Ordinary Expenses must be supported by third-party documentary evidence, and an attestation that the expense claimed was incurred as a result of the Data Breach.

(iii) **Extraordinary Losses.** All Settlement Class Members who submit a valid claim using the Claim Form and supporting third-party documentation are eligible to submit a claim for reimbursement of up to $4,000.00 for proven monetary losses that meet the following conditions: (i) the loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the class member's personal information or (B) fraud or identity theft associated with the settlement class member's personal information; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and (iv) the loss is not already covered by the Lost Time and Ordinary Expenses categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

To be valid, a claim for reimbursement of Extraordinary Losses must be supported by third-party documentary evidence, and an attestation that the losses claimed were the result of the Data Breach. The documentary evidence can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

(iv) **Alternative Cash Payment.** Settlement Class Members can elect to make a claim for a $45.00 Alternative Cash Payment in lieu of the settlement benefits outlined in subparagraphs (i), (ii), and (iii), above. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

(v) **Identity Theft Protections Services.** In addition to any claims for benefits outlined in subparagraphs (i)–(iv), above, Settlement Class Members can elect to make a claim for two years of credit monitoring services covering one of the three major credit bureaus and with at least $1,000,000 in identity theft insurance to be provided by Defendant at no cost to Settlement Class Members.

44. **Assessing Claims for Lost Time, Ordinary Expenses, and Extraordinary Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time, Ordinary Expenses, or Extraordinary Losses, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

45. **Assessing Claims for Alternative Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment or any other benefits made available under this Settlement Agreement.

46. **Submission of Claim Forms.** Claim Forms must be signed with an ink or electronic signature and submitted to the Settlement Administrator by U.S. mail, or through the Settlement Website by the Claims Deadline. Settlement Class Members who do not timely submit Claim Forms by the Claims Deadline are not eligible to receive the settlement benefits provided herein. Claim Forms that are mailed shall be deemed to have been submitted on the date of the

postmark on the envelope in which the Claim Form was enclosed. If no postmark is legible, then the Claim Form shall be deemed to have been submitted three business days prior to the date of its physical receipt of the Claim Form by the Settlement Administrator. Claim Forms that are submitted online through the Settlement Website shall be deemed to have been submitted on the receipt date reflected by the Settlement Administrator's records.

47. **Disputes.** To the extent the Settlement Administrator determines a claim for Lost Time, Ordinary Expenses, and Extraordinary Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations. If any claim for Ordinary Expenses, Extraordinary Losses, or Lost Time is finally denied, other than for the claimant not being a Settlement Class Member, or is approved in an amount less than $45.00, the claimant shall be treated instead as having made a valid claim for an Alternative Cash Payment.

48. **Returned Checks.** For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address on the Settlement Class List), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Payments issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time, and any remaining funds from returned checks will be distributed to a cy pres recipient that is approved by the Court.

49. **Uncashed Checks.** Settlement Payments shall be void one hundred and eighty one (181) days after the date of issue. If a Settlement Payment is not cashed within one hundred and eighty (180) days after the date on the Settlement Payment, the Settlement Class Member shall be deemed to have withdrawn the claim under this Settlement, the check shall be voided, and any remaining funds from uncashed checks will be distributed to a cy pres recipient that is jointly proposed by the Parties and approved by the Court.

50. **Settlement Expenses.** All Notice and Administrative Expenses as required under this Settlement Agreement shall be borne by Defendant. If the Court refuses to approve the Settlement, then Defendant will be responsible for the settlement administration expenses incurred through the date of non-approval.

51. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, including, without limitation, the determination, administration, calculation, or payment of any claims.

IV. PAYMENT SCHEDULE

52. Defendant shall pay costs sufficient to fund the Settlement as follows:

(i) Within twenty-one (21) days of: (a) entry of the Preliminary Approval Order; (b) receipt of payment instructions, including the name and address for the payee, a form W-9 for the payee and the amount to be paid, and the name and contact details for the payee's voice verification contact; and (c) successful voice verification of bank details with the payee, Defendant shall pay all costs, in an amount estimated by the Settlement Administrator, associated with notifying the Settlement Class Members of this Settlement Agreement;

(ii) Within twenty-one (21) days of the Effective Date, Defendant shall provide the Settlement Administrator with approved attorneys' fees, costs, expenses, and Service Awards for disbursement;

(iii) Within twenty-one (21) days of the Effective Date, Defendant shall pay to the Settlement Administrator an amount sufficient to satisfy the full amount of Approved Claims and to provide the claimed credit monitoring benefits. To the extent claims are finally approved after the deadline for the initial payment, the Settlement Administrator shall send monthly statements to counsel for Defendant with additional amounts due to pay for Approved Claims, and Defendant shall pay those additional amounts within thirty (30) days of each monthly statement. Within thirty (30) days of the Effective Date or within thirty (30) days of the date that the claim is approved, whichever is later, the Settlement Administrator shall mail out payments for all valid claims and shall cause appropriate information to be distributed to activate the credit monitoring benefits for Settlement Class Members who elected to receive such benefits.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

53. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Short Form Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

54. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not

file a timely and adequate objection in accordance with the terms of this Settlement Agreement waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

55. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, the words "Request for Exclusion," or a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. To be effective, an opt-out must be postmarked by United States Postal Service or via verification through the settlement website on or before the Opt-Out Deadline. Any Settlement Class Members who timely opt-out of the Settlement are not eligible for any benefits under this Settlement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at the Final Approval Hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five (5) years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. A Settlement Class Member may withdraw his or her objections at any time. Any Settlement Class Member who has elected to opt-out may not submit objections to the settlement.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

58. **Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement.

59. **Final Approval.** Within thirty (30) days after the Objection Deadline, Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing.

60. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

61. **Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

62. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their or its sole discretion terminate this Settlement Agreement on seven (7) days' written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

63. Defendant may, in its sole discretion, terminate this Settlement Agreement if more than one-hundred (100) Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement. If Defendant elects to terminate the Settlement pursuant to this paragraph, it shall provide written notice to Class Counsel no later than ten (10) days after the Opt-Out Deadline.

64. **Effect of Termination.** In the event of a termination as provided in this Settlement Agreement, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect

and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement or the Settlement, and the balance of any funds paid to fund the settlement shall be returned to Defendant within 30 days. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

VIII. RELEASES

65. Upon the Effective Date, Releasors release, acquit, and forever discharge Defendant and its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Directors, and the present and former directors, officers, employees, agents, insurers and their reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Breach ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Breach, and conduct that was alleged or could have been alleged in the Litigation relating to the Data Breach, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach (the "Released Claims"), provided that nothing in this Settlement Agreement is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach.

66. With respect to any and all Released Claims, the Parties stipulate and agree that upon entry of the Final Approval Order, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

67. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

68. **Mutual Understanding.** The Parties understand that if the facts upon which this Settlement Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Settlement Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Settlement Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those expressly stated herein.

69. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Settlement Agreement).

70. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against the Class Representatives and Class Counsel or based on any actions taken by the Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

IX. SERVICE AWARD PAYMENTS

71. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for a Service Award payment for the Class Representatives in recognition of their contributions to this Litigation not to exceed $2,000. Prior to the disbursement or payment of the

Service Award under this Settlement Agreement, the Class Representatives shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Such Service Award payment shall be paid by Defendant to the Settlement Administrator who shall then make payment to the Class Representatives, in the amount approved by the Court not to exceed $2,000, no later than thirty (30) days after the Effective Date.

72. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of a Service Award in the amount requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Settlement Agreement.

X. ATTORNEYS' FEES, COSTS, EXPENSES

73. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees and litigation expenses not to exceed $275,000.00 (the "Fee Award and Expenses"). Defendant will pay any amount approved by the Court up to this Fee Award and Expenses amount. Prior to the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement to the Cohen & Malad, LLP Trust Account, Cohen & Malad, LLP shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

74. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Settlement Agreement.

XI. NO ADMISSION OF LIABILITY

75. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement 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.

76. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

77. **Integration of Exhibits.** The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

78. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

79. **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

80. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement or the Settlement, the Parties shall consult with each other in good faith and attempt to resolve the dispute prior to seeking Court intervention.

83. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Indiana, without regard to the principles thereof regarding choice of law.

84. **Counterparts.** This Settlement 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

85. **Notices.** All notices to Class Counsel provided for herein shall be sent by overnight mail and email to:

Lynn A. Toops
Amina A. Thomas

CohenMalad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenmalad.com
athomas@cohenmalad.com

All notices to Defendant provided for herein shall be sent by overnight mail and email to:

Paul A. Wolfla
Jane Dall Wilson
Matthew R. Elliott
300 North Meridian Street, Suite 2500 Indianapolis, IN 46204
paul.wolfla@faegredrinker.com
jane.wilson@faegredrinker.com
matthew.elliott@faegredrinker.com

The notice recipients and addresses designated above may be changed by written notice.

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

87. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights or benefits under this Settlement Agreement or the Settlement.

88. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

AS AGREED BY THE PARTIES BY THEIR SIGNATURES BELOW:

Laramie Doyal

____

____

Date

Emily Merrell

____

____

Date

Stefanie Wagner

____

____

Date

Inotiv Inc.

By: Andrea Castetter

Andrea Castetter

Name

Executive Vice President – Chief Administrative and Compliance Officer, General Counsel, and Secretary

Title

May 13, 2026

Date

AS AGREED BY THE PARTIES BY THEIR SIGNATURES BELOW:

Laramie Doyal

Laramie Doyal (May 20, 2026 15:13:38 CDT)
____

05/20/2025
____
Date

Emily Merrell

____

____
Date

Stefanie Wagner

____

____
Date

Inotiv Inc.

By:__________________________________

____
Name

____
Title

____
Date

AS AGREED BY THE PARTIES BY THEIR SIGNATURES BELOW:

Laramie Doyal

____

____
Date

Emily Merrell

Emily Merrell (May 14, 2026 10:00:56 EDT)

May 14, 2026
Date

Stefanie Wagner

____

____
Date

Inotiv Inc.

By:________________________________

____
Name

____
Title

____
Date

AS AGREED BY THE PARTIES BY THEIR SIGNATURES BELOW:

Laramie Doyal

____

____

Date

Emily Merrell

____

____

Date

Stefanie Wagner

S. Wagner

Stefanie Wagner (05/15/2026 10:47:05 MDT)

05/15/2026

Date

Inotiv Inc.

By:__________________________________

____

Name

____

Title

____

Date

<u>EXHIBIT A</u>
<u>(SHORT FORM NOTICE)</u>

Why am I receiving this notice? A Settlement has been reached with Inotiv Inc. ("Inotiv") in a class action lawsuit. The case is about the August 2025 cyberattack on Inotiv's computer systems (the "Data Breach"). Files containing private information were accessed. Inotiv denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of **Identity Theft Protection Services** and one or more **cash payment** options.

If you have documented losses you can get back up to **$500** for out-of-pocket expenses and up to **$4,000** for fraud or identity theft losses. If you spent time fixing problems caused by the Data Breach, you can get back $20/hour for up to four hours (up to **$80**). *Instead of any other payment,* you can get a one-time **$45** Alternative Cash Payment.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses or lost time, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Inotiv for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $275,000, and $2,000 for each of the Class Represenatives. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

QR code

MD bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

Inotiv Data Breach Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

Inotiv Data Breach Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Doyal v. Inotiv Inc.
Case No. 49D01-2604-CE-020713

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2025 INOTIV INC. DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class Mail US Postage Paid Permit #__

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

Inotiv Data Breach Settlement

⟪FirstName⟫ ⟪LastName⟫
⟪Address1⟫ ⟪Address2⟫
⟪City⟫, ⟪State⟫ ⟪Zip⟫

LoginID: ⟪ClaimLoginID⟫
PIN: ⟪ClaimLoginPIN⟫

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than ***[Claims Deadline]****.*
Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of **Identity Theft Protection Services** and/or the $45.00 **Alternative Cash Payment**.

To claim payments for documented losses or lost time, visit the settlement website at **ww.[SettlementWebsite].com.**
To request a full paper Claim Form, call **(XXX) XXX-XXXX**.

☐ Check this box to enroll in two years of **Identity Theft Protection Services** from CyEx Medical Shield Complete.
Please **PRINT** your email address below (required):

☐ Check this box to claim a one-time $45.00 **Alternative Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address below:

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

<u>EXHIBIT B</u>
<u>(LONG FORM NOTICE)</u>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Doyal v. Inotiv Inc.
Cause No. 49D01-2604-CE-020713
Superior Court for Marion County, Indiana

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2025 INOTIV INC. DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Inotiv Inc. ("Inotiv" or "Defendant") in a class action lawsuit. This case is about the cyberattack on Inotiv's computer systems that occurred in August 2025 (the "Data Breach"). Certain files that contained private information may have been compromised. These files may have contained personal information such as social security numbers, dates of birth, and financial information.
- The lawsuit is called *Doyal v. Inotiv Inc.*, Cause No. 49D01-2604-CE-020713. It is pending in the Superior Court for Marion County, Indiana (the "Litigation").
- Inotiv denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Inotiv's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Inotiv.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**______, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**______, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**______, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

Basic Information

1. Why was this Notice issued?

The Superior Court for Marion County, Indiana, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Doyal v. Inotiv Inc.*, Cause No. 49D01-2604-CE-020713. It is pending in the Superior Court for Marion County, Indiana. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Inotiv Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the August 2025 cyberattack on Inotiv's computer systems, certain files that contained private information may have been compromised. These files may have contained personal information such as social security numbers, dates of birth, and financial information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Laramie Doyal, Emily Merrell, and Stefanie Wagner. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Inotiv and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Inotiv Data Breach Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

Inotiv has agreed to pay for a number of Class benefits, which are explained below.

IDENTITY THEFT PROTECTION SERVICES. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Breach, you can get back up to **$500.00**. The losses must have occurred between August 5, 2025, and [seven (7) days after this Notice was sent].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **$4,000.00**.

You will need to show that:

- the theft or fraud was more likely than not caused by the Data Breach
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 5, 2025, and [seven (7) days after this Notice was sent].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Breach may claim up to four hours, at $20.00 per hour, for a maximum of **$80.00**.

You must have spent the time on tasks related to the Data Breach. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach

You must briefly describe in writing how you spent this time and sign an attestation that the time claimed was reasonably related to responding to the effects of the Data Breach..

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time **$45.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Inotiv Data Breach Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Inotiv about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section VIII) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Inotiv Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $275,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Inotiv.

Class Counsel will also ask for Service Award payments of $2,000.00 for each of the Class Representatives. Service Award payments will also be paid by Inotiv.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Inotiv on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Doyal v. Inotiv Inc.*, Cause No. 49D01-2604-CE-020713, pending in the Superior Court for Marion County, Indiana;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Inotiv Data Breach Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Doyal v. Inotiv Inc.*, Cause No. 49D01-2604-CE-020713, pending in the Superior Court for Marion County, Indiana;

(2) your full name, mailing address, telephone number, and email address;

(3) whether the objection applies only to you, or to other Class Members, as well;

(4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(6) if you have hired your own lawyers, also provide their background and experience, how much they expect to charge, and how they calculated that number;

(7) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, and civil action numbers for each of those cases;

(8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(9) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;

(10) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Inotiv Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Superior Court for Marion County, Indiana, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Inotiv Data Breach Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

<u>EXHIBIT C</u>
<u>(CLAIM FORM)</u>

CLAIM FORM AND RELEASE

SUPERIOR COURT FOR MARION COUNTY, INDIANA
Doyal v. Inotiv Inc.
Case No. 49D01-2604-CE-020713

Inotiv Data Breach Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

**TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT,
YOU MUST BE A SETTLEMENT CLASS MEMBER.**

The court has defined the Class this way: "All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach."

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Inotiv and its officers, directors, and related companies; and (3) anyone who validly excludes themselves from the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Inotiv Data Breach Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only <u>one</u> Claim Form, online or paper, per person.

AVAILABLE BENEFITS

Inotiv has agreed to pay for a number of Class benefits, which are explained below.

IDENTITY THEFT PROTECTION SERVICES. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS

Ordinary Losses (out-of-pocket expenses). If you incurred actual, documented out-of-pocket expenses due to the Data Breach, you can get back up to **$500.00**. The losses must have occurred between August 5, 2025, and [seven (7) days after the Notice of this Settlement was sent to you].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Extraordinary Losses (losses from identity theft or fraud). If you lost money because of identity theft or fraud, you can get back up to **$4,000.00**.

You will need to show that:

- the theft or fraud was more likely than not caused by the Data Breach
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 5, 2025, and [seven (7) days after the Notice of this Settlement was sent to you].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Breach may claim up to four hours, at $20.00 per hour, for a maximum of **$80.00**.

You must have spent the time on tasks related to the Data Breach. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach

You must briefly describe in writing how you spent this time and sign an attestation that the time claimed was reasonably related to responding to the effects of the Data Breach.

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time **$45.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Inotiv Data Breach Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be received by [Claims Deadline].

If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

\- -

Login ID (if known)

II. IDENTITY THEFT PROTECTION SERVICES

☐ Check this box if you would like to enroll in two years of Identity Theft Protection Services from CyEx Medical Shield Complete.

III. ORDINARY LOSSES (OUT-OF-POCKET EXPENSES)

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to $500.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. EXTRAORDINARY LOSSES (LOSSES FROM IDENTITY THEFT OR FRAUD)

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $4,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

V. LOST TIME

If you spent time fixing problems caused by Data Breach, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour ($20.00) ☐ 2 hours ($40.00) ☐ 3 hours ($60.00)
☐ 4 hours ($80.00)

Describe what you spent this time on:______________________________

____

____

____

____

____

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time $45.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, IV, OR V.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

___ - ___ - ____

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

___ - ___ - ____

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VIII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

MM DD YY

Please print or type your name on the line above.

<u>EXHIBIT D</u>
<u>(PRELIMINARY APPROVAL ORDER)</u>

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT NO. 1
	) SS:	
COUNTY OF MARION	)	CAUSE NO. ___________________________

LARAMIE DOYAL, EMILY MERRELL, AND STEFANIE WAGNER, on behalf of themselves and all others similarly situated,

Plaintiff,

v.

INOTIV INC.,

Defendant.

PRELIMINARY APPROVAL ORDER

Laramie Doyal, Emily Merrell, and Stefanie Wagner ("Plaintiffs"), and Inotiv Inc. ("Defendant"), have entered into a proposed class action Settlement Agreement and Release (the "Settlement Agreement"). Plaintiffs have moved the Court to grant preliminary approval of the settlement set forth in the Settlement Agreement (the "Settlement") under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class (as defined below), and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant (the "Parties").

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

> All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach.

"Data Breach" means the potential unauthorized access of data stored by Defendant, including Personally Identifiable Information, by a cyber threat actor on or about August 5–8, 2025, and which is the subject of this litigation. Excluded from the Settlement Class are: (1) the judges presiding over this litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

4. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;

b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Breach that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized access;

c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Breach;

d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;

e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Breach are substantially the same for all Class Members.

5. The Court finds that Plaintiffs are adequate Class Representatives and appoints them as such. The Court likewise finds Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP to be competent and appoints them as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(A) the Class Representatives and Class Counsel have adequately represented the Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class appears adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; and

(iii) the terms of the proposed award of attorney's fees, including timing of payment

(D) the proposal treats class members equitably relative to each other.

7. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. The Court appoints Simpluris, Inc. as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at ______ o'clock, on _______________, 2026, at the Community Justice Campus, 675 Justice Way, Indianapolis, IN 46203, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the

Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel's application for an award of attorneys' fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the detailed Notice included in the Settlement.

13. Any Class Member who does not make his or her objection known in the manner provided in the detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the

deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

16. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid by Defendant, along with any supporting materials, on or before the deadline provided in the Settlement.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated: ______________________________

Hon. Christina Klineman
Indiana Commercial Court
Marion Superior Court No.1

<u>EXHIBIT E</u>
<u>(FINAL APPROVAL ORDER)</u>

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT NO. 1
	) SS:	
COUNTY OF MARION	)	CAUSE NO. ____________________________

LARAMIE DOYAL, EMILY MERRELL, AND STEFANIE WAGNER, on behalf of themselves and all others similarly situated,

Plaintiff,

v.

INOTIV INC.,

Defendant.

FINAL APPROVAL ORDER

Laramie Doyal, Emily Merrell, and Stefanie Wagner ("Plaintiffs"), and Inotiv Inc. ("Defendant"), have entered into a proposed class action Settlement Agreement and Release (the "Settlement Agreement"). The Court previously granted preliminary approval to the settlement set forth in the Settlement Agreement ("Settlement"), notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiffs have moved the Court to grant final approval to the Settlement under Indiana Trial Rule 23(E). The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant in the above-captioned case (the "Parties").

3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

> All persons in the United States who were sent a notice by Defendant informing them that their Private Information was compromised in the Data Breach.

"Data Breach" means the potential unauthorized access of data stored by Defendant, including Personally Identifiable Information, by a cyber threat actor on or about August 5–8, 2025, and which is the subject of this litigation. Excluded from the Settlement Class are: (1) the judges presiding over this litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline set forth in the notice sent to the Settlement Class.

4. Specifically, the Court finds that the requirements of Indiana Trial Rule 23(A) and 23(B)(3) are met:

a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;

b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Breach that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized access;

c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Breach;

d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Settlement Class and Class Counsel are experienced in complex class action litigation; and

e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Breach are substantially the same for all Class Members.

5. The Court therefore certifies the Settlement Class, appoints Plaintiffs as the Class Representatives, and appoints Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(A) the Class Representatives and Class Counsel have adequately represented the Class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class appears adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of the proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval. The Court approves the plan for payment of all uncollected funds on a cy pres basis under Trial Rule 23(F) to the Indiana Bar Foundation.

9. Upon the occurrence of the Effective Date, the Class Representatives and the Participating Settlement Class Members (i.e., all Settlement Class Members who did not submit a valid request for exclusion prior to the Opt-Out Deadline set forth in the notice sent to the Settlement Class) release, acquit, and forever discharge Defendant, its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Directors, and the present and former directors, officers, employees, agents, insurers and their reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Breach, and conduct that was alleged or could have been alleged in this litigation relating to the Data Breach, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach (the "Released Claims"). The Class Representatives and the Participating Settlement Class Members waive any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of this release or the Released Claims.

10. Upon the occurrence of the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys are deemed to have released, acquitted, and forever discharged the Class Representatives or Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of this litigation, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or the Settlement Agreement).

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: ______________________________________

Hon. Christina Klineman
Indiana Commercial Court
Marion Superior Court No. 1