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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

*In re Oracle Corporation Securities
Litigation*

CLASS ACTION

Case No. 18-cv-04844-BLF

**STIPULATION AND
AGREEMENT OF SETTLEMENT**

1 This Stipulation is entered into by and between (a) Lead Plaintiff, on behalf of itself and
2 the Class, and (b) Defendants, and embodies the terms and conditions of the settlement of the
3 Action.¹ Subject to the approval of the Court and the terms and conditions expressly provided
4 herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve,
5 waive, discharge, and dismiss with prejudice the Action and all Released Plaintiffs' Claims against
6 Defendants and the other Defendants' Releasees and all Released Defendants' Claims against Lead
7 Plaintiff and the other Plaintiffs' Releasees.

8 WHEREAS:

9 A. On August 10, 2018, a class action complaint, styled *City of Sunrise Firefighters'*
10 *Pension Fund v. Oracle Corporation, et al.*, Civil Action 5:18-cv-04844-BLF (N.D. Cal.), was
11 filed in the Court asserting violations of federal securities laws against Oracle and the Individual
12 Defendants. (ECF No. 1.) In accordance with the PSLRA, notice to the public was issued stating
13 the deadline by which putative class members could move the Court for appointment as lead
14 plaintiff. A related derivative complaint, *Chugh et al. v. Oracle Corporation, et al.*, Civil Action
15 5:19-cv-00764-BLF (N.D. Cal.), was filed in the Court on February 12, 2019.

16 B. Union Asset Management Holding AG moved for appointment as Lead Plaintiff on
17 October 9, 2018. (ECF No. 17.) No other class member filed a motion for appointment as Lead
18 Plaintiff. On December 21, 2018, the Court entered an Order which appointed Union Asset
19 Management Holding AG as Lead Plaintiff for the Action, and approved Lead Plaintiff's selection
20 of Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the class. (ECF No. 22.) On
21 April 25, 2019, the Court entered an Order designating *Chugh* as a related case. (ECF No. 47.)

22 C. On March 8, 2019, Lead Plaintiff filed and served the Consolidated Class Action
23 Complaint for Violations of the Federal Securities Laws (ECF No. 40) asserting claims against all
24 Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and
25 Rule 10b-5 promulgated thereunder, against Defendants Safra. A. Catz, Paula R. Hurd, as Trustee
26 of the Hurd Family Trust, and Lawrence J. Ellison under Section 20(a) of the Exchange Act, and
27

28

¹ All capitalized terms are defined below.

1 against Defendant Thomas Kurian under Section 20A of the Exchange Act (the “Consolidated
2 Class Action Complaint”). Lead Plaintiff alleged that, during the Class Period, Defendants made
3 materially false and misleading misstatements and omissions about the drivers of Oracle’s Cloud
4 revenue. Lead Plaintiff further alleged that the price of Oracle’s common stock was artificially
5 inflated as a result of Defendants’ allegedly false and misleading misstatements and omissions,
6 and declined when the truth was revealed.

7 D. On April 19, 2019, Defendants filed and served a motion to dismiss the
8 Consolidated Class Action Complaint (ECF No. 44), which included a request that the Court
9 consider documents incorporated by reference in the Consolidated Class Action Complaint and
10 take judicial notice of other documents submitted to the Court (ECF No. 45). On May 31, 2019,
11 Lead Plaintiff filed and served a memorandum of law in opposition to Defendants’ motion to
12 dismiss and request for judicial notice. (ECF No. 48.) On June 21, 2019, Defendants filed and
13 served reply papers in support of their motion. (ECF No. 49.)

14 E. The Court held oral argument on Defendants’ motion to dismiss the Consolidated
15 Class Action Complaint on October 17, 2019. (ECF No. 56.) On December 17, 2019, the Court
16 entered an Order which granted Defendants’ motion to dismiss with leave for Lead Plaintiff to file
17 an amended complaint. (ECF No. 65.)

18 F. On February 17, 2020, Lead Plaintiff filed and served the Complaint (ECF No. 68)
19 asserting claims against all Defendants under Section 10(b) of the Exchange Act and Rule 10b-5
20 promulgated thereunder, against the Individual Defendants under Section 20(a) of the Exchange
21 Act, and against Defendants Kurian, Catz, and Hurd under Section 20A of the Exchange Act.

22 G. On April 23, 2020, Defendants filed and served a motion to dismiss the Complaint
23 (ECF No. 72), which included a request that the Court consider documents incorporated by
24 reference in the Complaint and take judicial notice of other documents submitted to the Court
25 (ECF No. 73). On June 30, 2020, Lead Plaintiff filed and served a memorandum of law in
26 opposition to Defendants’ motion to dismiss and request for judicial notice. (ECF No. 76.) On
27 July 30, 2020, Defendants filed and served reply papers in support of their motion. (ECF No. 77.)
28

1 H. The Court held oral argument on Defendants' motion to dismiss the Complaint on
2 September 24, 2020. (ECF No. 80.) On March 22, 2021, the Court entered an Order which granted
3 in part and denied in part Defendants' motion to dismiss. (ECF No. 84.) The Court's March 22,
4 2021 order dismissed claims against the Former Defendants with prejudice. (*See id.*)

5 I. Discovery in the Action commenced in April 2021. Lead Plaintiff prepared and
6 served initial disclosures, requests for production of documents, and interrogatories on Defendants,
7 exchanged letters with Defendants concerning discovery issues, and served document subpoenas
8 on third parties. Defendants and third parties produced a total of over 330,000 pages of documents
9 to Lead Plaintiff, and Lead Plaintiff produced nearly 200,000 pages of documents to Defendants
10 in response to their requests. A deposition of Lead Plaintiff's expert witness was taken in
11 connection with the motion for class certification.

12 J. On October 8, 2021, Lead Plaintiff filed their motion for class certification, which
13 was accompanied by a report from Lead Plaintiff's expert, Dr. David Tabak, which opined that
14 Oracle's common stock traded in an efficient market during the Class Period and that per-share
15 damages could be measured for all Class Members using a common methodology. (ECF No. 107.)
16 On December 9, 2021, Defendants filed their opposition to the class certification motion. (ECF
17 No. 112.) Lead Plaintiff filed reply papers in further support of their motion on February 9, 2022.
18 (ECF No. 113.)

19 K. While discovery was ongoing and Lead Plaintiff's class certification motion was
20 pending before the Court, the Parties held a private mediation before JAMS Mediator Jed Melnick.
21 On February 11, 2022, the Parties exchanged detailed mediation statements with numerous
22 exhibits that were also submitted to Mr. Melnick. A mediation session with Mr. Melnick was held
23 on February 18, 2022. At the mediation session, the Parties engaged in vigorous settlement
24 negotiations with the assistance of Mr. Melnick but were not able to reach an agreement.

25 L. On March 24, 2022, the Court held oral argument on Lead Plaintiff's motion for
26 class certification. (ECF No. 117.) On May 9, 2022, the Court granted the motion, certifying the
27 proposed Class, appointing Lead Plaintiff as Class Representative, and appointing Bernstein
28 Litowitz Berger & Grossmann LLP as Class Counsel. (ECF No. 122.)

1 M. On May 23, 2022, Defendants filed a petition to appeal the Court's order certifying
2 the Class to the Court of Appeals for the Ninth Circuit pursuant to Rule 23(f) of the Federal Rules
3 of Civil Procedure. (ECF No. 123.) Lead Plaintiff opposed this petition on June 2, 2022.

4 N. Following certification of the Class, the Parties' discovery efforts continued. The
5 Parties also continued to discuss the possible resolution of the Action through settlement. After
6 continued discussions with the Parties, Mr. Melnick issued a mediator's recommendation on May
7 26, 2022, which the Parties accepted on May 27, 2022.

8 O. On June 2, 2022, the Parties executed a Term Sheet setting forth their agreement in
9 principle to settle the Action in return for Oracle's payment of \$17,500,000.00 in cash for the
10 benefit of the Class, subject to certain terms and conditions and the execution of a customary "long
11 form" stipulation and agreement of settlement and related papers.

12 P. This Stipulation (together with the exhibits hereto) reflects the final and binding
13 agreement between the Parties.

14 Q. Based upon their investigation, prosecution, and mediation of the case, Lead
15 Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are
16 fair, reasonable, and adequate to Lead Plaintiff and the other members of the Class, and in their
17 best interests. Based on Lead Plaintiff's direct oversight of the prosecution of this matter and with
18 the advice of its counsel, Lead Plaintiff has agreed to settle and release the Released Plaintiffs'
19 Claims pursuant to the terms and provisions of this Stipulation, after considering, among other
20 things: (a) the substantial financial benefit that Lead Plaintiff and the other members of the Class
21 will receive under the proposed Settlement; and (b) the significant risks and costs of continued
22 litigation and trial.

23 R. This Stipulation constitutes a compromise of all matters that are in dispute between
24 the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty,
25 burden, and expense of further protracted litigation. Each of the Defendants denies any
26 wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an
27 admission or concession on the part of any of the Defendants with respect to any claim or allegation
28 of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that

Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid claims as to any of the Defendants, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiff (individually and on behalf of all other members of the Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Defendants, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action in this Court styled *In re Oracle Corporation Securities Litigation*, No. 18-cv-04844-BLF.

(b) "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) "Authorized Claimant" means a Class Member who submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) "*Chugh*" means the related derivative action styled *Chugh et al. v. Oracle Corporation, et al.*, Civil Action 5:19-cv-00764-BLF (N.D. Cal.).

(e) "Claim" means a paper claim submitted on a Claim Form, or an electronic claim, in either instance that is submitted to the Claims Administrator.

1 (f) “Claim Form” or “Proof of Claim Form” means the form, substantially in
2 the form attached hereto as Exhibit 2 to Exhibit A, which a Claimant must complete and submit
3 should that Claimant seek to share in a distribution of the Net Settlement Fund.

4 (g) “Claimant” means a person or entity who or which submits a Claim to the
5 Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

6 (h) “Claims Administrator” means the firm retained by Lead Counsel, subject to
7 approval of the Court, to provide all notices approved by the Court to potential Class Members
8 and to administer the Settlement.

9 (i) “Class” means the class certified in the Court’s May 9, 2022 Order (ECF No.
10 122). Specifically, the Class includes all persons and entities who purchased or otherwise acquired
11 the common stock of Oracle during the Class Period, and who were damaged thereby. Excluded
12 from the Class are (i) Defendants; (ii) Immediate Family Members of the Individual Defendants;
13 (iii) any person who was an Officer or director of Oracle during the Class Period; (iv) any firm or
14 entity in which any Defendant has or had a controlling interest; (v) parents or subsidiaries of
15 Oracle; (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns
16 of any excluded person or entity, in their respective capacity as such; and (vii) any persons or
17 entities who or which exclude themselves by submitting a request for exclusion that is accepted
18 by the Court.

19 (j) “Class Distribution Order” means an order entered by the Court authorizing
20 and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized
21 Claimants.

22 (k) “Class Member” means each person and entity who or which is a member of
23 the Class.

24 (l) “Class Period” means the period from May 10, 2017 through June 20, 2018,
25 inclusive.

26 (m) “Complaint” means the Amended Consolidated Class Action Complaint for
27 Violations of the Federal Securities Laws filed by Lead Plaintiff in the Action on February 17,
28 2020 (ECF No. 68).

1 (n) “Court” or “District Court” means the United States District Court for the
2 Northern District of California.

3 (o) “Defendants” means Oracle and the Individual Defendants.

4 (p) “Defendants’ Counsel” means Morrison & Foerster LLP.

5 (q) “Defendants’ Releasees” means, collectively, each and all of (i) the
6 Defendants, each Individual Defendant’s Immediate Family Members, any entity in which any
7 Defendant or Individual Defendant’s Immediate Family Members has, or had during the Class
8 Period, a controlling interest (directly or indirectly), and any estate or trust of which any Individual
9 Defendant is a settlor or which is for the benefit of any Individual Defendant and/or his or her
10 Immediate Family Members; and (ii) for each and every Person listed in part (i), their respective
11 past, present, and future heirs, executors, administrators, predecessors, successors, assigns,
12 employees, agents, affiliates, analysts, assignees, attorneys, auditors, co-insurers, commercial bank
13 lenders, consultants, controlling shareholders, directors, divisions, financial advisors, general or
14 limited partners, general or limited partnerships, insurers, investment advisors, investment
15 bankers, investment banks, joint ventures and joint venturers, managers, managing directors,
16 marital communities, members, officers, parents, personal or legal representatives, principals,
17 reinsurers, shareholders, subsidiaries (foreign or domestic), trustees, underwriters, and other
18 retained professionals, in their respective capacities as such.

19 (r) “Effective Date” with respect to the Settlement means the first date by which
20 all of the events and conditions specified in ¶ 37 of this Stipulation have been met and have
21 occurred or have been waived.

22 (s) “Escrow Account” means an account maintained at Citibank, N.A. wherein
23 the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

24 (t) “Escrow Agent” means Citibank, N.A.

25 (u) “Escrow Agreement” means the agreement between Lead Counsel and the
26 Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow
27 Account.

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(v) “Final” means, with respect to any court order, including, without limitation, the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal or otherwise. Without limitation, an order becomes “Final” when: (i) no appeal has been filed, and the prescribed time for commencing any appeal has expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed, and the prescribed time, if any, for commencing any further appeal has expired, or (b) the order has been affirmed in all material respects, and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this definition of “Final,” an “appeal” includes any motion to alter or amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any appeal as of right, discretionary appeal, interlocutory appeal, petition for writ of *certiorari*, or other proceeding involving writs of *certiorari* or mandamus, and any other proceedings of like kind. Any appeal or other proceeding pertaining solely to an order or the part of an order adopting or approving a Plan of Allocation or solely to any order or the part of an order issued solely with respect to an application for attorneys’ fees and expenses pursuant to ¶¶ 19-22 herein shall not in any way delay or preclude the Judgment from becoming Final.

(w) “Former Defendants” means Thomas Kurian and Steve Miranda.

(x) “Immediate Family Members” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(y) “Individual Defendants” means Safra A. Catz, Paula R. Hurd, as Trustee of the Hurd Family Trust, Lawrence J. Ellison, Ken Bond, and the Former Defendants.

(z) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(aa) “Lead Counsel” means the law firm of Bernstein Litowitz Berger & Grossmann LLP.

(bb) “Lead Plaintiff” means Union Asset Management Holding AG.

1 (cc) “Litigation Expenses” means costs and expenses incurred in connection with
2 commencing, prosecuting, and settling the Action (which may include the costs and expenses of
3 Lead Plaintiff directly related to its representation of the Class) for which Lead Counsel intends to
4 apply to the Court for reimbursement or payment from the Settlement Fund.

5 (dd) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes;
6 (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court;
7 (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the
8 Court.

9 (ee) “Notice” means the Notice of (I) Pendency of Class Action and Proposed
10 Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys’ Fees and Litigation
11 Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed
12 to Class Members.

13 (ff) “Notice and Administration Costs” means the costs, fees, and expenses that
14 are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing
15 notice to the Class; and (ii) administering the Settlement, including but not limited to the Claims
16 process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

17 (gg) “Officer” means any officer as that term is defined in Securities and
18 Exchange Act Rule 16a-1(f).

19 (hh) “Oracle” or the “Company” means Oracle Corporation.

20 (ii) “Parties” means Defendants and Lead Plaintiff, on behalf of itself and the
21 Class.

22 (jj) “Person” means an individual, corporation, limited liability company,
23 professional corporation, partnership, domestic partnership, limited partnership, limited liability
24 partnership, marital community, association, joint stock company, joint venture, joint venturer,
25 estate, legal representative, trust or trustee, unincorporated association, government or any political
26 subdivision or agency thereof, or any other business or legal entity.

27 (kk) “Plaintiffs’ Releasees” means (i) Lead Plaintiff, all other plaintiffs in the
28 Action, and all other Class Members, and their respective Immediate Family Members; and (ii) for

each and every Person listed in part (i), their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, subsidiaries (foreign or domestic), trustees, underwriters, and other retained professionals, in their respective capacities as such.

(ll) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(mm) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(nn) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

(oo) “Recognized Claim” means the amount of an Authorized Claimant’s loss that is determined by the Claims Administrator to be compensable under the Plan of Allocation.

(pp) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(qq) “Released Defendants’ Claims” means all claims, rights, liabilities, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Class that is accepted by the Court.

(rr) “Released Plaintiffs’ Claims” means all claims, rights, liabilities, and causes of action of every nature and description, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, discoverable or undiscoverable, liquidated or unliquidated, accrued or not accrued, including those that are concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Lead Plaintiff or any other member(s) of the Class: (i) asserted in the Action, or (ii) could have asserted in any forum that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part, (A) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action and that relate to the purchase, sale, acquisition, or retention of Oracle common stock during the Class Period; or (B) Defendants’ and/or their attorneys’ defense or settlement of the Action and/or the claims alleged therein. Released Plaintiffs’ Claims do not include: (i) any claims asserted on behalf of the Company in *In re Oracle Stockholder Derivative Action*, No. 5:19-cv-00764-BLF (N.D. Cal.), or any cases consolidated into the foregoing action; (ii) any claims relating to the enforcement of the Settlement; and (iii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

(ss) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

(tt) “Releases” means the releases set forth in ¶¶ 4-5 of this Stipulation.

(uu) “Settlement” means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

(vv) “Settlement Amount” means seventeen million, five hundred thousand dollars (\$17,500,000.00) in cash.

(ww) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(xx) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(yy) “Stipulation” means this Stipulation and Agreement of Settlement, dated as of June 21, 2022.

(zz) “Summary Notice” means the Summary Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(aaa) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) any taxes or tax detriments that may be imposed upon the Defendants or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, provided that any such taxes or tax detriments are reported to Lead Counsel and the Escrow Agent at least fourteen (14) days before distribution of the Net Settlement Fund to the Authorized Claimants; and (iii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(bbb) “Term Sheet” means the Confidential Term Sheet executed by the Parties on June 2, 2022.

(ccc) “Unknown Claims” means, collectively, any and all Released Plaintiffs’ Claims that Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement, including the decision to agree to all the various releases set forth in this Stipulation, or that might have affected his, her, or its decision not to object to this Settlement, or not to exclude himself, herself, or itself from the Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected or undisclosed, concealed, or hidden. With respect to any and all Released Claims, the Parties

1 stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants
2 shall expressly waive, and each of the other Class Members shall be deemed to have waived, and
3 by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived,
4 any and all provisions, rights, and benefits conferred by any law of any state or territory of the
5 United States, or principle of common law or foreign law, which is similar, comparable, or
6 equivalent to California Civil Code § 1542, which provides:

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

11 Lead Plaintiff and Defendants acknowledge, and each of the other Class Members shall be deemed
12 by operation of law to have acknowledged, that the foregoing waiver was separately bargained for
13 and a key element of the Settlement.

14 **PRELIMINARY APPROVAL OF SETTLEMENT**

15 2. Within fifteen (15) days of the execution of this Stipulation, Lead Plaintiff will file
16 a motion, after providing Defendants a reasonable opportunity to review and comment, seeking
17 preliminary approval of the Settlement, authorization to mail notice of the Settlement to members
18 of the Class, and the scheduling of a hearing for consideration of final approval of the Settlement.
19 Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to the Court for,
20 and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form
21 attached hereto as Exhibit A.

22 **RELEASE OF CLAIMS**

23 3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the
24 full and final disposition of the Action as against Defendants; and (b) the Releases and other relief
25 provided for herein.

26 4. Upon the Effective Date, Lead Plaintiff and each of the other Class Members, on
27 behalf of themselves and their respective spouses, heirs, executors, beneficiaries, administrators,
28 predecessors, successors, and assigns, in their capacities as such, and any Person(s) claiming (now

1 or in the future) through or on behalf of any of them directly or indirectly, regardless of whether
2 such Lead Plaintiff or Class Member ever seeks or obtains by any means (including, without
3 limitation, by submitting a Claim Form to the Claims Administrator) any distribution from the Net
4 Settlement Fund: (a) shall be deemed by this Settlement to have, and by operation of law and of
5 the Judgment, or the Alternate Judgment, if applicable, shall have fully, finally, and forever
6 compromised, settled, released, relinquished, waived, dismissed, and discharged each and all of
7 the Released Plaintiffs' Claims (including Unknown Claims) against each and all of the
8 Defendants' Releasees, and shall have covenanted not to sue any of the Defendants' Releasees with
9 respect to any of the Released Plaintiffs' Claims (including any Unknown Claims) except to
10 enforce the releases and other terms and conditions contained in this Stipulation or the Judgment
11 or Alternate Judgment entered pursuant hereto; and (b) shall be forever permanently barred,
12 enjoined, and restrained from bringing, commencing, instituting, asserting, maintaining, enforcing,
13 prosecuting, or otherwise pursuing, either directly or in any other capacity, any of the Released
14 Plaintiffs' Claims (including any Unknown Claims) against any of the Defendants' Releasees in
15 the Action or in any other action or proceeding, in any state, federal, or foreign court of law or
16 equity, arbitration tribunal, administrative forum, or other forum of any kind. The foregoing
17 provisions shall not apply to any Person who would be a member of the Class and timely excludes
18 himself, herself, or itself.

19 5. Upon the Effective Date, Defendants, on behalf of themselves and their respective
20 spouses, heirs, executors, beneficiaries, administrators, predecessors, successors, and assigns, in
21 their capacities as such, and any Person(s) claiming (now or in the future) through or on behalf of
22 any of them directly or indirectly: (a) shall be deemed by this Settlement to have, and by operation
23 of law and of the Judgment, or the Alternate Judgment, if applicable, shall have fully, finally, and
24 forever compromised, settled, released, relinquished, waived, dismissed, and discharged each and
25 all of the Released Defendants' Claims against Lead Plaintiff and each and all of the other
26 Plaintiffs' Releasees, and shall have covenanted not to sue any of the Plaintiffs' Releasees with
27 respect to any of the Released Defendants' Claims (including any Unknown Claims) except to
28 enforce the releases and other terms and conditions contained in this Stipulation or the Judgment

1 or Alternate Judgment entered pursuant hereto; and (b) shall be forever permanently barred,
2 enjoined, and restrained from bringing, commencing, instituting, asserting, maintaining, enforcing,
3 prosecuting, or otherwise pursuing, either directly or in any other capacity, any of the Released
4 Defendants' Claims (including any Unknown Claims) against any of the Plaintiffs' Releasees in
5 the Action or in any other action or proceeding, in any state, federal, or foreign court of law or
6 equity, arbitration tribunal, administrative forum, or other forum of any kind. This release shall
7 not apply to any person or entity who or which submits a request for exclusion from the Class that
8 is accepted by the Court.

9 6. It is understood that Lead Plaintiff and the other Class Members or Defendants, or
10 any of them, may hereafter discover additional or different facts from those that he, she, or it now
11 knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims
12 or Released Defendants' Claims (including Unknown Claims), but Lead Plaintiff and each of the
13 Defendants shall, upon the Effective Date, expressly fully, finally, and forever discharge, settle,
14 and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by
15 operation of law and of the Judgment or the Alternate Judgment, if applicable, shall have, expressly
16 fully, finally, and forever discharged, settled, and released, any and all Released Claims. Lead
17 Plaintiff and Defendants acknowledge, and each of the other Class Members by operation of law
18 and of the Judgment or the Alternate Judgment, if applicable, shall be deemed to have
19 acknowledged, that the foregoing waiver of Released Claims that are Unknown Claims, including
20 the provisions, rights, and benefits of California Civil Code § 1542 (and the inclusion of "Unknown
21 Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims), was
22 separately bargained for and is a material element of the Settlement.

23 7. By entering into this Stipulation, Lead Plaintiff and Lead Counsel represent and
24 warrant that they have not assigned, hypothecated, conveyed, transferred, or otherwise granted or
25 given any interest in the Released Plaintiffs' Claims to any other Person, and the Defendants
26 represent and warrant that they have not assigned, hypothecated, conveyed, transferred, or
27 otherwise granted or given any interest in the Released Defendants' Claims to any other Person.
28

1 8. The Claim Form to be executed by Claimants shall release all Released Plaintiffs’
2 Claims against all Defendants’ Releasees and shall be substantially in the form attached hereto as
3 Exhibit 2 to Exhibit A.

4 9. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment or Alternate Judgment, if
5 applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this
6 Stipulation or the Judgment, or the Alternate Judgment, if applicable.

7 **THE SETTLEMENT CONSIDERATION**

8 10. As full and complete consideration for the Settlement, Oracle shall cause the
9 payment of the Settlement Amount into the Escrow Account within twenty (20) business days after
10 the later of (a) the date of entry by the Court of an order preliminarily approving this Settlement;
11 and (b) Defendants’ Counsel’s receipt from Lead Counsel of the information necessary to
12 effectuate a transfer of funds to the Escrow Account, including instructions for payment by wire
13 transfer and a signed W-9 form reflecting a valid taxpayer identification number for the qualified
14 settlement fund in which the Settlement Amount is to be deposited.

15 11. Other than Oracle’s obligation to cause the Settlement Amount to be paid into the
16 Escrow Account, under no circumstances will any of the Defendants’ Releasees have any
17 obligation to make any payment pursuant to this Settlement set forth herein, and will have no
18 responsibility for, or liability or obligation whatsoever to anyone with respect to: the Settlement
19 Fund, the Net Settlement Fund, the Escrow Account, the Claims Administrator, the Claims
20 Administrator’s actions, any transaction executed or approved by the Escrow Agent, the
21 maintenance, administration, investment, or distribution of the Settlement Fund or the Net
22 Settlement Fund, the establishment or administration of the Plan of Allocation, the determination,
23 administration, or calculation of Claims, the payment or withholding of Taxes, the administration
24 of the Settlement, or any losses incurred in connection with such matters. The Defendants’
25 Releasees shall have no further or other liability or obligations to Lead Plaintiff, Lead Counsel, or
26 any Class Member with respect to the Released Plaintiffs’ Claims, except as expressly stated
27 herein. Notwithstanding anything herein to the contrary, the Escrow Agent shall be obligated to
28 withhold from distribution to Authorized Claimants all funds necessary to pay all Notice and

Administration Costs and all other fees, costs, and expenses associated with administration of the Settlement and the Settlement Fund; neither Defendants nor Defendants' Counsel nor any other of the Defendants' Releasees is responsible therefor, nor shall they have any liability whatsoever with respect thereto, above and beyond the Defendants' obligation to cause the Settlement Amount to be paid into the Escrow Account as set forth above. The Settlement Fund shall indemnify and hold harmless all Defendants' Releasees for any costs of administration of the Settlement and the Settlement Fund (including, without limitation, costs associated with any such indemnification).

USE OF SETTLEMENT FUND

12. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 23-35 below.

13. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

1 14. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement
2 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as
3 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),
4 shall be solely responsible for ensuring that the Escrow Account complies with the requirements
5 and regulations governing Qualified Settlement Funds, and for filing or causing to be filed all such
6 informational and other tax returns as may be necessary or appropriate (including, without
7 limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund.
8 Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund
9 of any Taxes owed with respect to the Settlement Fund. The Defendants' Releasees shall not have
10 any liability or responsibility for any such Taxes. Upon written request, Defendants shall cause to
11 be provided to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead
12 Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation
13 § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this
14 paragraph, including, as necessary, making a "relation back election," as described in Treasury
15 Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the
16 earliest allowable date, and shall take or cause to be taken all such actions as may be necessary or
17 appropriate in connection therewith.

18 15. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or
19 caused to be paid, by Lead Counsel and without further order of the Court. Any tax returns
20 prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with
21 the previous paragraph and in all events shall reflect that all Taxes on the income earned by the
22 Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants'
23 Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or its
24 agents with respect to the payment of Taxes, as described herein.

25 16. The Settlement is not a claims-made settlement. Upon the occurrence of the
26 Effective Date, no Defendant, Defendants' Releasee, or any other person or entity who or which
27 paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund
28 or any portion thereof for any reason whatsoever, including without limitation, the number of

1 Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the
2 percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net
3 Settlement Fund.

4 17. Notwithstanding the fact that the Effective Date of the Settlement has not yet
5 occurred, Lead Counsel may pay from the Settlement Fund, without further approval from
6 Defendants or further order of the Court, all reasonable Notice and Administration Costs actually
7 incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual
8 costs of printing and mailing the Notice and publishing the Summary Notice, reimbursements to
9 nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses
10 incurred and fees charged by the Claims Administrator in connection with providing notice and
11 administering the Settlement (including processing the submitted Claims), and the fees, if any, of
12 the Escrow Agent.

13 18. In the event the Judgment does not become Final or the Settlement is terminated as
14 provided herein, within thirty (30) days of entry of the order rendering the Settlement and
15 Judgment non-Final or notice of the Settlement being terminated, all monies then held in the
16 Escrow Account, including interest earned but less any reasonable Notice and Administration
17 Costs actually paid or incurred, shall be returned to the appropriate sources of funds pursuant to
18 Oracle's instructions as provided in ¶ 39(d) below. Once the Settlement and Judgment become
19 Final, no monies shall revert to Defendants.

20 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

21 19. Lead Counsel will apply to the Court for an award of attorneys' fees to be paid
22 solely from (and out of) the Settlement Fund. Lead Counsel will also apply to the Court for
23 reimbursement or payment of Litigation Expenses, which may include a request for Lead
24 Plaintiff's costs and expenses directly related to its representation of the Class, to be paid solely
25 from (and out of) the Settlement Fund. Lead Counsel's application for an award of attorneys' fees
26 and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead
27 Plaintiff other than what is set forth in this Stipulation. Defendants shall have no responsibility
28 for the payment of attorneys' fees or Litigation Expenses to Lead Counsel beyond the obligation

1 of Oracle to cause payment of the Settlement Amount into the Escrow Account as set forth in ¶ 10
2 above.

3 20. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be
4 paid to Lead Counsel within ten (10) business days of the award by the Court, notwithstanding any
5 appeals, subject to Lead Counsel's obligation to make appropriate refunds or repayments to the
6 Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if
7 the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal
8 or further proceedings on remand, or successful collateral attack, the award of attorneys' fees
9 and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award
10 has become Final. Lead Counsel shall make the appropriate refund or repayment in full no later
11 than thirty (30) calendar days after: (a) receiving from Defendants' Counsel notice of the
12 termination of the Settlement; (b) providing Defendants' Counsel with notice of Lead Plaintiff's
13 termination of the Settlement; or (c) any order reducing or reversing the award of attorneys' fees
14 and/or Litigation Expenses has become Final. Lead Counsel agrees to incorporate its obligation
15 under this paragraph into any proposed order awarding attorneys' fees and Litigation Expenses
16 filed with the Court. Lead Counsel, as a condition of receiving such fees and Litigation Expenses,
17 on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners
18 and/or shareholders are subject to the jurisdiction of the Court for the purposes of enforcing the
19 provisions of this paragraph. The Settlement is not conditioned upon any award of attorneys' fees
20 or Litigation Expenses, and any objection to or appeal from such an award shall not affect the
21 finality of the Settlement or the judgment of dismissal. An award of attorneys' fees and/or
22 Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the
23 Settlement embodied herein. Neither Lead Plaintiff nor Lead Counsel may cancel or terminate the
24 Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees
25 and/or Litigation Expenses.

26 21. Defendants' Releasees shall have no responsibility for or liability whatsoever with
27 respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees
28

1 and Litigation Expenses that are awarded to Lead Counsel shall be payable solely from the
2 Settlement Fund.

3 22. The procedure for and the allowance or disallowance by the Court of any
4 application by Lead Counsel for attorneys' fees or Litigation Expenses to be paid out of the
5 Settlement Fund is not a necessary term of the Settlement or this Stipulation, and it is not a
6 condition of this Stipulation that any particular application for attorneys' fees or expenses be
7 approved.

8 **NOTICE AND SETTLEMENT ADMINISTRATION**

9 23. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment
10 of a Claims Administrator. The Claims Administrator shall administer the Settlement, including
11 but not limited to the process of receiving, reviewing, and approving or denying Claims, under
12 Lead Counsel's supervision and subject to the jurisdiction of the Court. Other than Oracle's
13 obligation to provide its shareholder records as provided in ¶ 24 below, none of the Defendants,
14 nor any of the other Defendants' Releasees, shall have any involvement in or any responsibility,
15 authority, obligation, or liability whatsoever for the selection of the Claims Administrator, the Plan
16 of Allocation, the administration of the Settlement, the Claims process, or the management,
17 disposition, investment, distribution, allocation, or disbursement of the Net Settlement Fund, the
18 determination, administration, calculation, or payment of Claims, the payment or withholding of
19 Taxes, any nonperformance of the Claims Administrator, or any losses incurred in connection with
20 any such matters. No Person shall have any claim against the Defendants' Releasees or
21 Defendants' Counsel arising from or relating to any of the foregoing.

22 24. In accordance with the terms of the Preliminary Approval Order to be entered by
23 the Court, Lead Counsel shall cause the Claims Administrator to mail the Notice and Claim Form
24 to such members of the Class as may be identified through reasonable effort. Lead Counsel shall
25 also cause the Claims Administrator to have the Summary Notice published in accordance with
26 the terms of the Preliminary Approval Order to be entered by the Court. For the purposes of
27 identifying Class Members and providing notice to the Class, within ten (10) business days of the
28 date of entry of the Preliminary Approval Order, Oracle shall provide or cause to be provided to

1 the Claims Administrator in electronic format (at no cost to the Settlement Fund, Lead Counsel, or
2 the Claims Administrator) a list (consisting of names and addresses) of the record holders or
3 purchasers of Oracle common stock during the Class Period, to the extent reasonably available to
4 Oracle.

5 25. No later than ten (10) calendar days following the filing of this Stipulation with the
6 Court, Defendants shall serve, or cause the Claims Administrator to serve, the notice pursuant to
7 the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. Defendants are solely responsible for
8 the costs of the CAFA notice and for administering the CAFA notice. At least seven (7) calendar
9 days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed
10 with the Court proof, by affidavit or declaration, regarding compliance with CAFA § 1715(b).

11 26. The Claims Administrator shall receive Claims and determine first, whether each
12 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share
13 of the Net Settlement Fund based upon such Authorized Claimant’s Recognized Claim compared
14 to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation
15 set forth in the Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation
16 as the Court approves).

17 27. The Plan of Allocation proposed in the Notice is not a necessary term of the
18 Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation
19 that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel
20 may not cancel or terminate the Settlement (or this Stipulation) based on the Court’s or any
21 appellate court’s ruling with respect to the Plan of Allocation or any other plan of allocation in this
22 Action. The Plan of Allocation is to be considered by the Court separately from its determination
23 of the fairness, reasonableness, and adequacy of the Settlement as set forth in this Stipulation. No
24 Defendant, nor any other Defendants’ Releasees, shall have any involvement with or liability,
25 obligation, or responsibility whatsoever for the application of the Court-approved plan of
26 allocation.

27 28. Any Class Member who does not submit a timely and valid Claim will not be
28 entitled to receive any distribution from the Net Settlement Fund (unless by order of the Court an

1 untimely Claim is accepted) but will otherwise be bound by all of the terms of this Stipulation and
2 the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be
3 entered in the Action and the Releases provided for herein and therein, and will be permanently
4 barred and enjoined from bringing, commencing, instituting, prosecuting, or continuing to
5 prosecute any action, claim, or other proceeding of any kind against the Defendants' Releasees
6 with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with
7 respect to the Settlement.

8 29. Lead Counsel shall be responsible for supervising the administration of the
9 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No
10 Defendant, or any other Defendants' Releasees, shall be permitted to review, contest, or object to
11 any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting
12 or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to
13 waive what it deems to be formal or technical defects in any Claims submitted, in the interests of
14 achieving substantial justice.

15 30. For purposes of determining the extent, if any, to which a Class Member shall be
16 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

17 (a) Each Claimant shall be required to submit a Claim in paper form,
18 substantially in the form attached hereto as Exhibit 2 to Exhibit A, or in electronic form, in
19 accordance with the instructions for the submission of such Claims, and supported by such
20 documents as are designated therein, including proof of the Claimant's loss, or such other
21 documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem
22 acceptable;

23 (b) All Claims must be submitted by the date set by the Court in the Preliminary
24 Approval Order and specified in the Notice. Any Class Member who fails to submit a Claim by
25 such date shall be forever barred from receiving any distribution from the Net Settlement Fund or
26 payment pursuant to this Stipulation (unless by order of the Court such Class Member's Claim is
27 accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the
28 Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the

1 Releases provided for herein and therein, and will be permanently barred and enjoined from
2 bringing, commencing, instituting, prosecuting, or continuing to prosecute any action, claim, or
3 other proceeding of any kind against any Defendants' Releasees with respect to any Released
4 Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall
5 be deemed to be submitted when postmarked, if received with a postmark indicated on the
6 envelope and if mailed by first-class mail and addressed in accordance with the instructions
7 thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date
8 when actually received by the Claims Administrator;

9 (c) Each Claim shall be submitted to and reviewed by the Claims Administrator,
10 who shall determine in accordance with this Stipulation and the plan of allocation the extent, if
11 any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph
12 (e) below as necessary;

13 (d) Claims that do not meet the submission requirements may be rejected. Prior
14 to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the
15 Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the
16 Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all
17 Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting
18 forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be
19 rejected has the right to a review by the Court if the Claimant so desires and complies with the
20 requirements of subparagraph (e) below; and

21 (e) If any Claimant whose Claim has been rejected in whole or in part desires to
22 contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the
23 notice required in subparagraph (d) above or a lesser time period if the Claim was untimely, serve
24 upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds
25 for contesting the rejection along with any supporting documentation, and requesting a review
26 thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel
27 shall thereafter present the request for review to the Court.
28

1 31. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court
2 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery
3 under the Federal Rules of Civil Procedure, provided, however, that such investigation and
4 discovery shall be limited to that Claimant's status as a Class Member and the validity and amount
5 of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the
6 Settlement in connection with the processing of Claims.

7 32. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class
8 Distribution Order: (a) approving the Claims Administrator's administrative determinations
9 concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any
10 administrative fees and expenses associated with the administration of the Settlement from the
11 Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net
12 Settlement Fund to Authorized Claimants from the Escrow Account.

13 33. Payment pursuant to the Class Distribution Order shall be final and conclusive
14 against all Claimants. All Class Members whose Claims are not approved by the Court for
15 payment shall be barred from participating in distributions from the Net Settlement Fund, but
16 otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the
17 terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the
18 Releases provided for herein and therein, and will be permanently barred and enjoined from
19 bringing any action against any and all Defendants' Releasees with respect to any and all of the
20 Released Plaintiffs' Claims.

21 34. No person or entity shall have any claim against Lead Plaintiff, Lead Counsel, the
22 Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees
23 and/or their respective counsel, arising from distributions made substantially in accordance with
24 the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead
25 Plaintiff and Defendants, and their respective counsel, and Lead Plaintiff's damages expert and all
26 other Releasees shall have no liability whatsoever for the investment or distribution of the
27 Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination,
28 administration, calculation, or payment of any Claim or nonperformance of the Claims

Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

35. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and Parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

36. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or express written waiver of all of the following events:

(a) this Stipulation, and such other documents as may be required to obtain final Court approval of this Stipulation in a form satisfactory to the Parties, have been duly executed;

(b) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(c) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 10 above;

(d) Oracle has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) Lead Plaintiff has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(f) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and

1 entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate
 2 Judgment and none of the Parties seek to terminate the Settlement and the Alternate Judgment has
 3 become Final.

4 38. Upon the occurrence of all of the events referenced in ¶ 37 above, any and all
 5 remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely
 6 and forever extinguished, and the Releases herein shall be effective.

7 39. If (i) Oracle exercises its right to terminate the Settlement as provided in this
 8 Stipulation; (ii) Lead Plaintiff exercises its right to terminate the Settlement as provided in this
 9 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the
 10 Settlement otherwise fails to occur, then:

11 (a) The Settlement and the relevant portions of this Stipulation shall be canceled
 12 and terminated.

13 (b) Lead Plaintiff and Defendants shall revert to their respective litigation
 14 positions in the Action as of May 27, 2022.

15 (c) The terms and provisions of this Stipulation, with the exception of this ¶ 39
 16 and ¶¶ 18, 20, 43, 44, 60, 61, 63, 64, 67, 68, 70, and 72, shall have no further force and effect with
 17 respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose,
 18 and any Judgment, or Alternate Judgment, if applicable, or order entered by the Court in
 19 accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

20 (d) Within thirty (30) days after joint written notification of termination is sent
 21 by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including
 22 accrued interest thereon, and change in value as a result of the investment of the Settlement Fund,
 23 and any funds received by Lead Counsel consistent with ¶ 20 above), less any Notice and
 24 Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing,
 25 shall be refunded by the Escrow Agent to Oracle (or such other persons or entities as Oracle may
 26 direct). At the request of Defendants' Counsel, Lead Counsel or its designee shall apply for any
 27 tax refund owed on the Settlement Fund and pay the proceeds within five (5) business days of
 28 receipt of such proceeds, after deduction of any fees or expenses incurred in connection with such

1 application for a tax refund, to Oracle (or such other persons or entities as Oracle may direct) in
2 accordance with written instructions from Defendants' Counsel. Notwithstanding any of the
3 foregoing in this ¶ 39(d), the repayment obligations of the Escrow Agent and Lead Counsel
4 pursuant to this paragraph shall not be triggered until receipt of the written repayment instructions
5 from Defendants' Counsel.

6 40. It is further stipulated and agreed that Lead Plaintiff and Oracle shall each have the
7 right to terminate the Settlement and this Stipulation, by providing written notice of their or its
8 election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30)
9 days of any of the following: (a) the Court's final refusal to enter the Preliminary Approval Order
10 in any material respect; (b) the Court's final refusal to approve the Settlement or any material part
11 thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the
12 Settlement; (d) the date upon which the Judgment is modified or reversed in any material respect
13 by the United States Court of Appeals for the Ninth Circuit or the United States Supreme Court;
14 or (e) the date upon which an Alternate Judgment is modified or reversed in any material respect
15 by the United States Court of Appeals for the Ninth Circuit or the United States Supreme Court,
16 and the provisions of ¶ 39 above shall apply. However, any decision or proceeding, whether in
17 this Court or any appellate court, with respect to an application for attorneys' fees or Litigation
18 Expenses or with respect to any plan of allocation shall not be considered material to the
19 Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and
20 shall not be grounds for termination of the Settlement.

21 41. In addition to the grounds set forth in ¶ 40 above, Oracle shall have the unilateral
22 right to terminate the Settlement in the event that Class Members timely and validly requesting
23 exclusion from the Class meet the conditions set forth in a confidential supplemental agreement
24 with Lead Plaintiff (the "Supplemental Agreement"), in accordance with the terms of that
25 agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall
26 not be filed with the Court, and its terms shall not be disclosed in any other manner (other than the
27 statements herein and in the Notice, to the extent necessary in order for Defendants to comply with
28 the provisions of CAFA, or as otherwise provided in the Supplemental Agreement) unless the

1 Court otherwise directs or a dispute arises between Lead Plaintiff and Oracle concerning the
 2 Supplemental Agreement's interpretation or application, in which event the Parties shall submit
 3 the Supplemental Agreement to the Court in camera and request that the Court afford it confidential
 4 treatment.

5 42. In addition to the grounds set forth in ¶ 40 above, Lead Plaintiff shall also have the
 6 right to terminate the Settlement in the event that the Settlement Amount has not been paid as
 7 provided for in ¶ 10 above, by providing written notice of the election to terminate to Defendants'
 8 Counsel and if, thereafter, there is a failure to pay the Settlement Amount within fourteen (14)
 9 calendar days of such written notice.

10 **NO ADMISSION OF WRONGDOING**

11 43. This Settlement compromises claims that are contested and, as such, shall not be
 12 deemed an admission by any Party as to the merits of any claim or defense. Lead Plaintiff
 13 acknowledges that Defendants have denied and continue to deny each and all claims of alleged
 14 wrongdoing, while Defendants acknowledge that Lead Plaintiff continues to maintain the validity
 15 of its lawsuit and the merits of its claims. The Parties acknowledge that Defendants make no
 16 admission of liability or wrongdoing.

17 44. The Term Sheet, this Stipulation (whether or not consummated), including the
 18 exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that
 19 may be approved by the Court), the negotiations leading to the execution of the Term Sheet or this
 20 Stipulation, or any proceedings taken pursuant to or in connection with the Term Sheet, this
 21 Stipulation, and/or approval of the Settlement (including any arguments proffered in connection
 22 therewith) shall not be deemed to be, and may not be argued to be or offered or received:

23 (a) against any of the Defendants' Releasees, as evidence of, or construed as, or
 24 deemed to be evidence of, any presumption, concession, or admission by any of the
 25 Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the
 26 validity of any claim that was or could have been asserted or the deficiency of any defense
 27 that has been or could have been asserted in this Action or in any other litigation, or of any
 28 liability, negligence, fault, misrepresentation, or omission with respect to any statement or

1 written document approved or made by any of the Defendants or Defendants' Releasees,
 2 or other wrongdoing of any kind of any of the Defendants' Releasees, nor in any way
 3 referred to for any other reason as against any of the Defendants' Releasees, in any
 4 arbitration proceeding or other civil, criminal, administrative, or other action or proceeding,
 5 other than such proceedings as may be necessary to effectuate the provisions of this
 6 Stipulation;

7 (b) against any of the Plaintiffs' Releasees, as evidence of, or construed as, or
 8 deemed to be evidence of, any presumption, concession, or admission by any of the
 9 Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants'
 10 Releasees had meritorious defenses, or that damages recoverable under the Complaint
 11 would not have exceeded the Settlement Amount, or with respect to any liability,
 12 negligence, fault, or wrongdoing of any kind, nor in any way referred to for any other
 13 reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other
 14 civil, criminal, administrative, or other action or proceeding, other than such proceedings
 15 as may be necessary to effectuate the provisions of this Stipulation; or

16 (c) against any of the Releasees as evidence of, or construed as evidence of, any
 17 presumption, concession, or admission by any of them that the Settlement Amount
 18 represents the amount which could be or would have been recovered after trial of the
 19 Action;

20 *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees
 21 and their respective counsel may refer to it to effectuate the protections from liability granted
 22 hereunder or otherwise to enforce the terms of the Settlement.

23 **MISCELLANEOUS PROVISIONS**

24 45. All of the exhibits attached hereto are hereby incorporated by reference as though
 25 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or
 26 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto,
 27 the terms of the Stipulation shall prevail.
 28

1 46. Defendants warrant that, as to the payments to be made on their behalves, at the
2 time of entering into this Stipulation and at the time of such payment they, or to the best of their
3 knowledge any persons or entities contributing to the payment of the Settlement Amount, were not
4 insolvent, nor will the payment required to be made by or on behalf of them render them insolvent,
5 within the meaning of and/or for the purposes of the United States Bankruptcy Code, including
6 §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their
7 counsel.

8 47. In the event of the entry of a final order of a court of competent jurisdiction
9 determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf
10 of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and
11 any portion thereof is required to be returned, and such amount is not promptly deposited into the
12 Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants
13 shall jointly move the Court to vacate and set aside the Releases given and the Judgment or
14 Alternate Judgment, if applicable, entered in favor of Defendants and the other Releasees pursuant
15 to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable,
16 shall be null and void, and the Parties shall be restored to their respective positions in the litigation
17 as provided in ¶ 39 above, Lead Counsel shall promptly return any attorneys' fees and Litigation
18 Expenses received pursuant to ¶ 20 above, plus accrued interest at the same net rate as is earned
19 by the Settlement Fund, and any cash amounts in the Settlement Fund (including accrued interest)
20 less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and
21 Administration Costs actually incurred, paid, or payable shall be returned as provided in ¶ 39
22 above.

23 48. The Parties intend this Stipulation and the Settlement to be a final and complete
24 resolution of all disputes which have been asserted, could have been asserted, or could be asserted
25 by Lead Plaintiff and any other Class Members against the Defendants' Releasees with respect to
26 the Released Plaintiffs' Claims. Lead Plaintiff and Lead Counsel and Defendants and Defendants'
27 Counsel agree not to assert in any forum that this Action was brought by Lead Plaintiff or defended
28 by Defendants in bad faith or without a reasonable basis. No Party shall assert any claims of any

1 violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution,
2 defense, or settlement of this Action. Moreover, none of the Parties shall seek any cost-shifting
3 claims against the others. The Parties agree that the amounts paid and the other terms of the
4 Settlement were negotiated at arm's length and in good faith by the Parties, including through a
5 mediation process supervised and conducted by Jed Melnick, and reflect the Settlement that was
6 reached voluntarily after extensive negotiations and consultation with experienced legal counsel,
7 who were fully competent to assess the strengths and weaknesses of their respective clients' claims
8 or defenses.

9 49. While retaining their right to deny that the claims asserted in the Action were
10 meritorious, Defendants and their counsel, in any statement made to any media representative
11 (whether or not for attribution), will not assert that the Action was commenced or prosecuted in
12 bad faith, nor will they deny that the Action is being settled voluntarily after consultation with
13 competent legal counsel. In all events, Lead Plaintiff and its counsel and Defendants and their
14 counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning
15 the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the
16 Settlement constitutes an admission of any claim or defense alleged. Lead Plaintiff and its counsel
17 shall not disclose the terms of the Settlement until the Stipulation is publicly filed with the Court,
18 except that confidential disclosures to Lead Plaintiff's experts and consultants, including the
19 Claims Administrator, Escrow Agent, and prospective claims-administrator firms is permitted.

20 50. The terms of the Settlement, as reflected in this Stipulation, may not be modified
21 or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both
22 Lead Plaintiff and Defendants (or their successors-in-interest), nor may any Party be deemed to
23 have waived any provision (including this provision) except by a writing signed by that Party or
24 its successor-in-interest.

25 51. Neither the Class Members nor the Defendants shall be bound by this Stipulation if
26 the Court modifies material terms hereof, provided, however, that it shall not be a basis to terminate
27 the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of
28 the Net Settlement Fund amongst Class Members, or if the Plan of Allocation is modified on

1 appeal. Nor shall it be a basis to terminate this Stipulation if the Court disapproves of or modifies
2 the terms of this Stipulation with respect to the distribution of the Net Settlement Fund. Nor shall
3 it be a basis to terminate this Stipulation if the Court denies, in whole or in part, Lead Counsel's
4 application for attorneys' fees or Litigation Expenses.

5 52. Lead Counsel is expressly authorized by Lead Plaintiff to take all appropriate action
6 required or permitted to be taken by the Class pursuant to this Stipulation to effectuate its terms.

7 53. The headings herein are used for the purpose of convenience only and are not meant
8 to have legal effect.

9 54. The administration and consummation of the Settlement as embodied in this
10 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the
11 purpose, among other things, of entering orders providing for the implementation and enforcement
12 of the terms of this Stipulation, including without limitation, the Releases provided for herein, and
13 any awards of attorneys' fees and Litigation Expenses to Lead Counsel, and orders enforcing the
14 terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may
15 be approved by the Court) and the distribution of the Net Settlement Fund to Class Members. The
16 Court shall also retain exclusive jurisdiction to interpret and enforce all injunctions set forth herein.

17 55. The waiver by one Party of any breach of this Stipulation by any other Party shall
18 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

19 56. Without further order of the Court, the Parties may agree to reasonable extensions
20 of time to carry out any provisions of this Stipulation, unless such extensions conflict with an order
21 of the Court, in which case the Parties shall move the Court to amend any such order.

22 57. This Stipulation and its exhibits and the Supplemental Agreement constitute the
23 entire agreement between Lead Plaintiff and Defendants concerning the Settlement and this
24 Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations,
25 warranties, or inducements have been made by any Party hereto concerning this Stipulation, its
26 exhibits, or the Supplemental Agreement other than those contained and memorialized in such
27 documents.
28

1 58. This Stipulation may be executed in one or more counterparts, including by
2 signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email.
3 All executed counterparts and each of them shall be deemed to be one and the same instrument.

4 59. This Stipulation shall be binding upon and inure to the benefit of the successors,
5 heirs, and assigns of the Parties, including any and all Releasees and any corporation, partnership,
6 or other entity into or with which any Releasee may merge, consolidate, or reorganize.

7 60. The construction, interpretation, operation, effect, and validity of this Stipulation,
8 the Supplemental Agreement, and all documents necessary to effectuate them shall be governed
9 by the internal laws of the State of California without regard to conflicts of laws, except to the
10 extent that federal law requires that federal law govern.

11 61. Any action arising under or to enforce this Stipulation, or any portion hereof, shall
12 be commenced and maintained only in the Court, and each of the Parties agrees not to contest
13 subject matter jurisdiction or personal jurisdiction, or assert that such forum is inconvenient for
14 any such dispute brought in this Court.

15 62. The Parties warrant that, in entering into this Settlement, they have relied solely
16 upon their own knowledge and investigation, and not upon any promise, representation, warranty,
17 or other statement by any other Party, not expressly contained in this Stipulation or any of the
18 incorporated Settlement documents. It is understood by the Parties that, except for the matters
19 expressly represented herein, the facts or law with respect to which this Stipulation is entered into
20 may turn out to be other than or different from the facts and law now known to each Party or
21 believed by such Party to be true; each Party therefore expressly assumes the risk of the facts or
22 law turning out to be different, and agrees that this Stipulation shall be in all respects effective and
23 not subject to termination by reason of any such different facts or law.

24 63. This Stipulation shall not be construed more strictly against one Party than another
25 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
26 the Parties, it being recognized that this Stipulation is the result of arm's-length negotiations
27 between the Parties and that all Parties have contributed substantially and materially to the
28 preparation of this Stipulation.

64. All counsel and any other Person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that he, she, or it has the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

65. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

66. Pending preliminary and final approval by the Court of the Settlement, as set forth in this Stipulation and its attached exhibits, all proceedings in the Action shall be stayed.

67. All dollar amounts in this Stipulation are in U.S. dollars.

68. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery, overnight courier, or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel:

Bernstein Litowitz Berger & Grossmann LLP
Attn: John Rizio-Hamilton
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444
Email: johrr@blbglaw.com

If to Defendants or Defendants' Counsel:

Morrison & Foerster LLP
Attn: Mark Foster
425 Market Street
San Francisco, CA 94105-2482
Telephone: (415) 268-7000
Facsimile: (415) 268-7522
Email: mfoster@mofo.com

69. Except as otherwise provided herein, each Party shall bear its own costs.

70. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use

1 their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,
2 documents signed, and proceedings in connection with the Stipulation confidential.

3 71. All agreements made and orders entered during the course of this Action relating to
4 the confidentiality of information shall survive this Settlement.

5 72. No opinion or advice concerning the tax consequences of the proposed Settlement
6 to individual Class Members is being given or will be given by the Parties or their counsel; nor is
7 any representation or warranty in this regard made by virtue of this Stipulation. Each Class
8 Member's tax obligations, and the determination thereof, are the sole responsibility of the Class
9 Member, and it is understood that the tax consequences may vary depending on the particular
10 circumstances of each individual Class Member.

11 **IN WITNESS WHEREOF**, the Parties hereto have caused this Stipulation to be executed,
12 by their duly authorized attorneys, as of June 23, 2022.

13 Dated: June 23, 2022

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

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16 

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19 (markl@blbglaw.com)

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24 Fax: (212) 554-1444

25 —and—

26 JONATHAN D. USLANER (Bar No. 188574)
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3 *Management Holding AG and Lead Counsel for the*
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5 **MORRISON & FOERSTER LLP**

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